

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this _____ day of

<p>_____, _____ CLIENT</p> <p>_____</p> <p>The "Client" is the commissioning party name on the face of this Agreement, including Client's representatives</p> <p>(the "Client")</p>	<p>CONTRACTOR/ PHOTOGRAPHER</p> <p>VALENTINO SYKES</p> <p>DBA</p> <p>SYKES SPEEDMASTER/DRONE MASTERS</p>
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BACKGROUND

- The Client is of the opinion that Sykes DroneMasters has the necessary qualifications, experience and abilities to provide services to the Client.
- Sykes DroneMasters (Contractor) is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"). They include: Photography and video recordation services by drone.
- The Client hereby agrees that he or she is the lawful owner or duly authorized agent of the owner for the premises located at _____. As Owner or Agent, I hereby give permission to Sykes DroneMasters to perform its services at that location. As Owner or Agent, I agree to provide a copy of the deed, public tax documents, or title records to verify ownership of the property. If an authorized agent has employed the Contractor, that agent must provide a statement verifying that the owner has authorized this Agreement.
- The Contractor is prohibited from providing photo or video service of persons or property by drone without consent under certain circumstances. They include:
 - A person or a dwelling occupied by a person and that dwelling's curtilage without the person's consent;
 - Private real property without the consent of the owner, easement holder, or lessee of the property:

- An unmanned aircraft may not be used to photograph an individual, without the individual's consent, for the purpose of publishing or otherwise publicly disseminating the photograph. This subdivision shall not apply to newsgathering, newsworthy events, or events or places to which the general public is invited. (NCGS 15A-300.1).
 - If a dispute arises regarding the ownership of the property that is subject of this Agreement, or a dispute arises regarding the Client's ability to consent to this transaction with the Contractor, the Contractor reserves the right to void this agreement.
 - The client agrees to use any videos or photographs obtained from Sykes DroneMasters for a lawful purpose pursuant to NC law.
6. The Services described in this Agreement will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

DEFINITIONS

7. **Image or Images:** Refers to photographic or any other form of materials delivered by photographer to client. Photographer shall be considered the sole author of the image(s). The image(s) will be the photographer's interpretation rather than a literal re-creation of client's concept(s) and/or layout(s).

8. **Assignment:** Refers to the photography assignment described on the face of this Agreement that client is specifically commissioning pursuant to this Agreement.

TERMS OF AGREEMENT

9. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

COMPENSATION

10. The contractor will charge the client a flat fee for services to be rendered.
11. The client will pay of services online and work will be completed after all documents are verified.
12. If client requests to be invoiced. Invoices submitted by the contractor to the client are due upon receipt prior to the publication. In the event of non-payment or other breach of this Agreement by client, client shall pay all of photographer's costs and expenses incurred. In connection with enforcement of the terms of this Agreement, including photographer's reasonable attorney's fees.

13. The compensation as stated in this agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the client in addition to the compensation.

14. Client and Client's representatives are jointly and severally responsible for payment of all fees, charges, and expenses.

15. The rights licensed, fees, charges and expenses listed on this Agreement only apply to the original assignment description.

16. Additional compensation may be required for any subsequent changes, additions, or variations requested by client.

CAPACITY/INDEPENDENT CONTRACTOR

17. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

- Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third party subcontractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

19. In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

20. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

ADDITIONAL CLAUSES

25. POSTPONEMENTS AND CANCELLATIONS:

A postponement is a rescheduling of the assignment by the client, with prior consent of the photographer, to a mutually agreeable date within 30 calendar days of the original assignment date. The client is responsible for payment of all fees, charges, and expenses incurred up to the time of postponement. If the Client CANCELS the assignment, the client is responsible for all fees, charges and expenses incurred up to the time of cancellation plus 50% of the photographer's fees. If client CANCELS with less than 2 business days prior notice from the date of assignment, the client is responsible for all fees, charged, and expenses incurred up to the time of cancellation plus 100% of the photographer's fees.

26. WEATHER DELAYS:

Photographer will contact the client to inform them of weather delays (as set forth on the face of this Agreement) for any weather conditions/acts of God that would cause unsafe drone operation.

- **CLIENT APPROVAL:**

Client is responsible for having its authorized representative present during all "shooting" phases of the assignment to approve photographer's interpretation of the assignment. If no representative is present, photographer's interpretation shall be accepted. Client shall be bound by all approvals and job changes made by client's representatives.

28. OVERTIME:

In the event that a shoot extends beyond eight (8) consecutive hours, photographer will charge overtime for crew members at 1 and one half (1/2) their hourly rate or fee.

29. RESHOOTS:

Client will be charged 100% of photographer's fee and expenses for any reshoot required by the Client. For any reshoot required because of an act of God or the fault of a third party, photographer will charge no additional fee and client will pay all expenses. If photographer charges for special contingency insurance and is paid in full for the shoot, client will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

- **LOSS OF DAMAGE:**

The parties acknowledge that it is difficult if not impossible to determine the exact value of each Image subject to this Agreement because of the duration of copyright protection and its present and potential value. Therefore, in case of loss or damage of any original Image(s), Client and Photographer agree that the reasonable value of each original Image is \$50. Client agrees to pay Photographer \$50 for each lost or damaged original Image and Photographer agrees to limit Photographer's claim to that amount without regard to the actual value of the Image. We will keep images for 1 year, then delete all images from our database.

MODIFICATION OF AGREEMENT

- Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

GENDER

39. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

40. This Agreement will be governed by and construed in accordance with the laws of the State of North Carolina.

SEVERABILITY

41. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

42. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

This Agreement was entered into by the parties below:

Print: _____

CLIENT SIGNATURE

DATE

SYKES DRONEMASTERS
Valentino Sykes

DATE