

Production/Photography Contract

This Production Contract is entered into and made effective as of 10/19/2019, by and between:

[Will Helms, Helms Roark Company], 418 Scott Street Montgomery, Alabama 36104 (“Customer)

[Southern Drone Works, LLC.], ADDRESS 11757 Catalpa Ct Spanish Fort, AL, 36527 (“Production Company”).

WHEREAS:

1. Customer has need for Aerial Drone photography services; and
2. Production Company has an interest in performing such services for Customer; and
3. The parties wish to set forth the terms and conditions upon which such services will be provided to Customer;

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises herein contained, the parties hereby agree as follows:

I. DESCRIPTION OF THE SERVICES

Production Company will produce will produce aerial images of property located at 7903 Old Battles Road Fairhope, AL 36532. Images will be taken from the North, Northeast, East, Southeast, South, Southwest, West, Northwest & Overhead of property.

II. DELIVERABLES

Digital jpg images

III. PROJECT SCHEDULE

Project will be scheduled after payment is received and contract is executed. Deliverables will be delivered no later than 15 days of the project start date

IV. PRICING/RATES

\$120.00 an hour for 2 hour plus service charge

V. PAYMENT TERMS/SCHEDULE

Payments are due before scheduling services are provided on projects less than \$1,000.00.

Projects over \$1,000.00 have a 50% deposit that must be covered before scheduling.

VI. USER LICENSE

Customer attains the right to use the delivered final products to use for their promotion on social media, in offline media such as magazines, TVs and displays in a local venue, for internal displays in their own company, ~~broadcasting for radio or television, display as advertisement in cinemas or other public places such as malls, third party venues, buses, airplanes etc, to sell or rent to third parties.~~

(Not applicable usage is to be crossed out)

VII. TERMS AND CONDITIONS

The Freelance Contract is governed by the terms and conditions provided here and in Attachment A, attached hereto.

IN WITNESS WHEREOF, by their respective signatures below, the parties have caused the Contract, inclusive of Attachment A, to be duly executed and effective as of the Effective Date.

[PRODUCTION COMPANY REPRESENTATIVE NAME]

Date

[CUSTOMER NAME]

Date

ATTACHMENT A

FREELANCE CONTRACT TERMS AND CONDITIONS

I. INTELLECTUAL PROPERTY RIGHTS

1. *Retained Rights.* Each party will retain all right, title, and interest in and to its own Pre-Existing Intellectual Property irrespective of any disclosure of such Pre-Existing Intellectual Property to the other party, subject to any licenses granted herein.
2. *Pre-Existing Intellectual Property.*
 - a. Freelancer will not use any Freelancer or third party Pre-Existing Intellectual Property in connection with this Contract unless Freelancer has the right to use it for Customer's benefit. If Freelancer is not the owner of such Pre-Existing Intellectual Property, Freelancer will obtain from the owner any rights as are necessary to enable Freelancer to comply with this Contract.
3. *Ownership of Deliverables.* *The sole ownership to any deliverables remains with freelancer.*
4. *No Rights to Freelancers Intellectual Property.* Except for the limited license to use materials provided by Freelancer as may be necessary in order for Customer to perform Services under this Contract, Customer is granted no right, title, or interest in any Freelancer Intellectual Property.
5. *No Rights to Customer Intellectual Property.* Except for the limited license to use materials provided by Customer as may be necessary in order for Freelancer to perform Services under this Contract, Freelancer is granted no right, title, or interest in any Customer Intellectual Property.

II. TERMINATION

Rights to Terminate.

- a. Customer may terminate this Contract and/or an individual project upon thirty (30) days prior for its convenience, without liability at any time, upon prior written notice to Freelancer. Any termination within

thirty (30) days of the first date of shoot will automatically result in the loss of any deposit or payment made to freelancer

- b. Freelancer may terminate this Contract upon thirty (30) days prior written notice provided there are no open projects at the time notice is given. With any termination within thirty (30) days of the first day of shoot, freelancer has to provide an equal or better suited replacement to fulfil the contents of the contract.
- c. Any provision or clause in this Contract that, by its language or context, implies its survival shall survive any termination or expiration of this Contract.

III. WARRANTIES

Freelancer and Customer warrant that:

1. the services and deliverables are original and do not infringe upon any third party's patents, trademarks, trade secrets, copyrights or other proprietary rights,
2. it will perform the services hereunder in a professional and workmanlike manner,
3. it has all necessary permits and is authorized to do business in all jurisdictions where services are to be performed,
4. it will comply with all applicable federal and other jurisdictional laws in performing the services,
5. it has all rights to enter into this contract and there are no impediments to Freelancer's execution of this contract or Freelancer's performance of Services hereunder.
6. Customer will do anything in their power to accommodate Freelancer to fulfil this contract to their best ability

IV. LIMITATION OF LIABILITY

1. Except as set forth in this section below, in no event will either Party be liable for any special, indirect, incidental, or consequential damages nor for loss of data, profits or revenue, cost of capital or downtime costs, nor for any exemplary or punitive damages, arising from any claim or action, incidental or collateral to, or directly or indirectly related to or in any way connected with, the subject matter of the Agreement, whether such damages are based on contract, tort, statute, implied duties or obligations, or other legal theory, even if advised of the possibility of such damages.

2. Notwithstanding the foregoing, any purported limitation or waiver of liability shall not apply to Contractor's obligation under the indemnification or confidential information sections of this Agreement or either party's liability to the other for personal injury, death or physical damage to property claims.

V. INSURANCE

Freelancer shall maintain adequate insurance coverage and minimum coverage limits for its business as required by an applicable law or regulation, including Workers' Compensation insurance as required by any applicable law or regulation, or otherwise as determined by Freelancer in its reasonable discretion. Freelancer's lack of insurance coverage shall limit any liability Freelancer may have under this Contract.

IX. MISCELLANEOUS

1. *Assignment.* Freelancer shall not assign any rights of this Contract or any other written instrument related to Services and/or Deliverables provided under this Contract, and no assignment shall be binding without the prior written consent of Customer. Subject to the foregoing, this Contract will be binding upon the Parties' heirs, executors, successors and assigns.
2. *Governing Law.* The Parties shall make a good-faith effort to amicably settle by mutual agreement any dispute that may arise between them under this Contract. The foregoing requirement will not preclude either Party from seeking injunctive relief as it deems necessary to protect its own interests. This Contract will be construed and enforced in accordance with the laws of the State of Alabama, excluding its choice of law rules.
3. *Severability.* The Parties recognize the uncertainty of the law with respect to certain provisions of this Contract and expressly stipulate that this Contract will be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Contract are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions will be deleted from this Contract or modified so as to make them enforceable and the validity and enforceability of the remainder of such provisions and of this Contract will be unaffected.
4. *Independent Contractor.* Nothing contained in this Contract shall create an employer and employee relationship, a master and server relationship, or a principal and agent relationship between Freelancer and Customer. Customer

and Freelancer agree that Freelancer is, and at all times during this Contract shall remain, an independent contractor.

5. *Force Majeure.* Neither Party shall be liable for any failure to perform under this Contract when such failure is due to causes beyond that Party's reasonable control, including, but not limited to, acts of state or governmental authorities, acts of terrorism, natural catastrophe, fire, storm, flood, earthquakes, accident, and prolonged shortage of energy. In the event of such delay the date of delivery or time for completion will be extended by a period of time reasonably necessary by both Freelancer and Customer. If the delay remains in effect for a period in excess of thirty (30) days, Customer may terminate this Contract immediately upon written notice to Freelancer.
6. *Entire Contract.* This document and all attached or incorporated documents contains the entire agreement between the parties and supersedes any previous understanding, commitments or agreements, oral or written. Further, this Contract may not be modified, changed, or otherwise altered in any respect except by a written agreement signed by both Parties.