



J9 Drones, LLC

j9drones@gmail.com

Bayville, NJ - 908-783-5550

PHOTOGRAPHY AGREEMENT AND LICENSE – TERMS AND CONDITIONS

Your request via scheduling for the Products (images, video, etc.) provided for each real estate photography shoot constitutes your understanding and agreement to the terms of this contract and licensing.

J9 Drones, LLC will deliver the best possible Products based on the type of photo shoot that has been ordered. If there are any specific or unusual shots that need to be taken, please email me the details and/or be present on site for the shoot to do a pre-shoot walkthrough so that J9 Drones, LLC can make sure that these shots are included. Specific edit requests made by the agent are the agent's responsibility to disclose and use properly. All such requests must be made in writing via email or text message.

Permission is granted to the real estate agent who makes the booking for the services J9 Drones, LLC provide for the marketing of properties until the listing expires or is terminated for whatever reason – including sale of a property. You have the Rights to use the Products. You agree that the Rights to use the Products have been granted only to you. You agree not to transfer, assign or sublicense your Rights to use the Products, or the photographs contained therein, to anyone without written permission from J9 Drones, LLC.

When you receive the Products, please check them to be sure they are acceptable. Any additional services requested after delivery of the Products will incur an additional fee. To avoid misunderstandings, you agree to notify J9 Drones, LLC in writing within five (5) business days of receipt of the Products if you believe they are not acceptable, in which case J9 Drones, LLC will be obligated to replace the Products. In no event will J9 Drones, LLC be liable for incidental or consequential damages of any kind.

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You agree that J9 Drones, LLC will remain the owners of all the copyrights in the Products. ALL PHOTOGRAPHS ARE THE COPYRIGHT OF J9 DRONES, LLC. This agreement does not transfer copyright to you. You agree J9 Drones, LLC reserve all rights not granted to you by this agreement. If discovered that someone is infringing on J9 Drones, LLC copyright, you agree to cooperate with J9 Drones, LLC in stopping the infringement or collect damages.

Your Rights permit you to post J9 Drones, LLC photographs on multiple listing services and make the Products available in your MLS listing for the Property. However, your Rights do not permit third-parties to copy, display or distribute J9 Drones, LLC photographs for the purpose of providing services competitive with my Products unless you receive my written permission. Use without permission by architects, builders, painters, kitchen suppliers, stylists and any print or web publications), is a violation of copyright unless complete rights are purchased, and/or written permission is provided by J9 Drones, LLC.

If anyone asks you for any of your Rights to the Products, you agree to refer them to me. If I agree to allow others to use the Products an additional licensing fee may be required. J9 Drones, LLC will not to use the Products in a way that interferes with your Rights.

You authorize J9 Drones, LLC and any assistant that J9 Drones, LLC may employ to come onto the Property and take photographs. You have the authority to allow us entry and permit us to take photographs. You promise to indemnify us, defend us, and pay the expenses of our defense, if a claim is made against us arising out of the services that we perform for you.

J9 Drones, LLC an independent contractor and not your employee. You are not our agent and cannot make agreements for J9 Drones, LLC.

PAYMENT/DELIVERY:

A text and/or email is sent as soon as the proofs are available for download – within 24-36 hours after the shoot. A download link is provided. Receipt of payment and download of the images indicate the completion of the transaction. Files are accessible for 60-days from the date of delivery.

MILEAGE:

There is an additional mileage fee for distances exceeding 30 miles– to & from – 15 miles each way at a rate of \$1.00 per mile. from our office in Bayville, NJ. A minimum 25-image package (average number of photos for real estate listings) is required. MileIQ is used for mileage verification.

CLEANING, STAGING, MOVING:

The expectation is that the home will be photo ready at the time of the scheduled shoot. Cleaning, staging and/or moving furniture or personal items is not within the drone pilot's scope. Please be advised that there will be an additional charge if the shoot is delayed for more than 30 minutes for any reason. **All pets** must be either contained or removed during the shoot .

PROPERTY NOT READY OR INACCESSIBLE:**Inability to access property at scheduled time.**

If the Client (or representative), the seller (or representative) deem the property “not ready” for the shoot, the Client must notify J9 Drones, LLC via email or text message 24 hours prior to the scheduled date. “Not ready” is described as, but not limited to; obstructed view, trade work in progress, vehicles in the driveway, animals not removed/restrained, yard not mowed, snow not shoveled or any other issue that would cause more than a 30-minute delay in starting, accessing or completing the shoot.

CANCELLATION:

Please provide at least 24 hours' notice for cancellations. Changes due to emergency circumstances or bad weather will not incur a cancellation fee; however, if a Client needs to reschedule or cancel after the Drone pilot has traveled to the location, a fee will be billed to cover prep time and travel. FEE: \$50 – within 25 miles. \$75 – over 25 miles.

RESHOOT PROCEDURE:

Reshoot requests for seasonal refresh or re-staging will be charged at \$75 . An additional mileage fee for distances exceeding 30 miles – to & from – 15 miles each way - at a rate of \$1 per mile to/from the property from my location in Bayville NJ, (08721).

EMERGENCIES:

In the event of an emergency such as, but not limited to an equipment failure, accident, weather, or other unforeseen circumstance which impacts the drone pilot's ability to travel to the shoot, capture, process or deliver images, J9 Drones, LLC will offer to re-shoot for the Client. If reshoot is not possible or client does not want a re-shoot, J9 Drones, LLC will have no additional liability

INDEMINIFCATION

If J9 Drones, LLC is unable to perform the services in this contract due to any cause outside its control or due to an error or omission, the Client agrees to indemnify J9 Drones, LLC for any loss damage or liability; however, J9 Drones, LLC will return in full any payments to date made by Client to J9 Drones, LLC in relation to this specific shoot.

- Client agrees to indemnify and hold harmless J9 Drones, LLC for any liability, damage, or loss related to technological failure, including data loss.
- Client understands and agrees that the J9 Drones, LLC is required to maintain copies of the photos from this shoot for 90-days from the date of delivery.

By using the services of J9 Drones, LLC, you are agreeing to be bound by the terms of this agreement. *Updated March 28, 2020 - J9 Drones, LLC - Insured by Assured Partners Aerospace, LLC DBA APA Insurance*