Mebane, North Carolina

LaunchMyDrone Services Agreement

This Agreement is between LaunchMyDrone ("Company") and the client identified below ("Client") for the project described here and in any mutually accepted written estimate.

1. CLIENT INFORMATION

Client name / business: _____

Phone: _____ Email: _____

Service / property address: _____

Preferred date: _____ Reason for requesting services:

_____

Requested services (check all that apply):

☐ Photography ☐ Video ☐ Property / roof inspection ☐ Thermal

☐ Mapping ☐ Search / location assistance ☐ Other: _____

2. PROJECT DETAILS & PRICE

Project description: _____

What you will receive: _ _____

Service date: _____ Total fee: $_____ Deposit: $_____

Remaining balance: $_____ Delivery method: _____

Any changes to services, flight time, travel, editing, deliverables, or fees require Client approval in writing before additional charges are incurred.

3. SAFETY, WEATHER & FLIGHT AUTHORITY

The remote pilot in command has final authority over flight operations and may delay, modify, decline, or stop any flight due to weather, visibility, airspace restrictions, required authorizations, equipment, people, animals, privacy, or other safety concerns. Company will comply with applicable FAA requirements. No particular flight path, altitude, or completion date is guaranteed. Weather-related or legally required flight delays and cancellations do not, by themselves, create liability for Company for lost time, travel, or consequential costs; Client retains the refund and rescheduling rights in Section 5.

4. CLIENT PERMISSIONS & COOPERATION

Client confirms authority to request the work and will obtain necessary permissions for property access and takeoff/landing locations within Client’s control. Client will disclose known hazards, access restrictions, and sensitive activities; provide accurate information; and reasonably help keep people and animals clear of designated operating areas. Client will not direct unlawful surveillance, interference with the pilot, or any activity that violates FAA regulations or applicable law. Client permissions do not replace other required authorizations.

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5. PAYMENT, RESCHEDULING & CANCELLATION

Payment: Any agreed deposit is due when this Agreement is signed. Unless the written project estimate states otherwise, the remaining balance is due before or upon delivery of final files. For services without files or other deliverables, the balance is due within seven (7) calendar days after the service date. Company may withhold final deliverables and the related usage license until payment is received. Unpaid amounts more than 15 days overdue may incur a late charge of 1% per month (or the maximum lawful amount, whichever is lower), after written notice; reasonable collection costs may be pursued only as allowed by law.

Client cancellation: If Client cancels at least 48 hours before the scheduled start time, any deposit will be refunded in full, less any separately identified nonrefundable third-party expense approved in writing beforehand. If Client cancels less than 48 hours before the scheduled start time, an agreed deposit may be retained as a reasonable reservation/cancellation charge, but not more than the deposit actually paid. No deposit is nonrefundable unless its amount and this policy were disclosed before payment. Completed services and separately approved nonrecoverable expenses may still be charged, without duplicate recovery.

Weather, safety, or legal restrictions: If Company cannot safely or legally perform the services, Client may choose a mutually available rescheduled date or a refund for unperformed services, including the deposit if no work was performed. No cancellation fee applies to Company-initiated weather or safety cancellations. If work was partially completed, the parties will reasonably allocate the fee to work actually performed.

6. FINAL PHOTOS, VIDEOS & RESULTS

Company will use reasonable care in providing the agreed services. Results depend on conditions including weather, lighting, access, vegetation, obstructions, sensor capability, subject movement, and time elapsed. Client acknowledges that drone imagery is not a substitute for a physical inspection by an appropriately licensed professional. Unless separately agreed and legally authorized, Company does not provide certified engineering, structural, building, or land-survey conclusions, property-boundary determinations, or warranties regarding a structure’s condition. Thermal imagery is informational and may not conclusively establish or exclude a defect or condition.

For search, location, or wildlife/deer-recovery assistance, locating or recovering a person, animal, or object is not guaranteed. Results may depend on terrain, vegetation, weather, thermal contrast, animal behavior, movement, and time since the event. Such work must be lawful and within the separately agreed scope; no authorization to pursue, harass, capture, or otherwise disturb wildlife is implied.

7. LIABILITY & RISK ALLOCATION

Each party remains responsible for its own negligence and legal duties. To the extent permitted by North Carolina law, neither party is liable to the other for indirect or consequential economic losses, such as lost profits. To the extent legally permitted, Company’s aggregate liability for breach-of-contract claims between the parties is limited to the fees paid or payable for the relevant project. This cap does not apply to bodily injury, negligent physical damage to tangible property, gross negligence, willful misconduct, or liability that cannot lawfully be limited. No provision waives the rights of injured third parties or obligates an insurer to cover a claim.

Client initials acknowledging Sections 6–7 (optional): _____

8. THIRD-PARTY CLAIMS & INSURANCE CONSISTENCY

To the extent permitted by law, Client will indemnify Company for third-party claims to the extent caused by Client’s unlawful instructions, material misrepresentations about permissions, misuse of deliverables, or negligent interference with operations, but not to the extent caused by Company’s negligence or misconduct. No provision requires Company to assume another party’s negligence or waive insurer recovery rights. Additional-insured requests, waivers, or special indemnities require separate written approval.

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9. AVIATION INSURANCE

Company maintains aviation insurance with a stated $1,000,000 each-occurrence limit for covered bodily injury and property damage arising from insured aircraft operations. Coverage is subject to policy terms, insured-aircraft scheduling, exclusions, limits, conditions, and endorsements. This is not a promise of general commercial liability, professional errors-and-omissions, cyber/data-loss, contractual performance, or coverage for every event. Aircraft physical-damage coverage protects scheduled Company aircraft and is not Client-property insurance. A certificate may be provided upon request. Neither Client nor third parties become insured merely by signing this Agreement.

10. INCIDENTS & CLAIMS

Client will promptly report any incident, injury, property damage, demand, or complaint relating to services and provide available relevant details. Company will manage insurer notifications and cooperation. Neither party may admit liability on the other's behalf, settle claims on the other's behalf, or promise insurance payment without authority. Nothing restricts emergency assistance or mandatory reporting.

11. IMAGES, COPYRIGHT & PRIVACY

Company retains copyright in original images and video. Following full payment, Client receives a perpetual, nonexclusive license to use final deliverables for the agreed project purposes, but not to resell them as standalone stock media without written consent. Client is responsible for lawful distribution and use. Company will not use identifiable private-property imagery for marketing without Client permission except where legally required. Company may retain files and flight logs for reasonable business, legal, and insurance purposes and use third-party services for processing and delivery.

Portfolio / marketing permission — select one (required):

☐ YES, LaunchMyDrone may display selected project imagery in its portfolio and marketing.

☐ NO, LaunchMyDrone may not use my project imagery for promotional purposes.

12. SPECIAL OPERATIONS

Volunteer search-and-rescue, emergency response, personnel transport, object drops, and other higher-risk missions are excluded from this standard commercial project scope unless separately agreed in writing after review of legal, operational, and insurance requirements. A Client request alone does not establish insurance coverage.

13. DISPUTES & GENERAL TERMS

The parties will first attempt good-faith resolution and may agree to voluntary mediation. North Carolina law governs, subject to mandatory law; disputes will be heard in a court of proper jurisdiction. This Agreement and accepted written project scope form the entire agreement. Changes must be agreed in writing, including email. Unenforceable terms do not invalidate the remainder where legally permitted. Electronic signatures and copies are acceptable.

14. ACKNOWLEDGMENT & SIGNATURES

By signing, Client confirms the project scope, fees, payment/cancellation terms, and other provisions were reviewed and accepted.

CLIENT · Printed name: _____

Client signature: _____ Date: _____

LaunchMyDrone representative · Printed name: _____

Company signature: _____ Date: _____