



MARTINEZ AERIAL VIDEO SERVICES

REAL ESTATE, INDUSTRIAL, AGRICULTURAL, COMMERCIAL AND RESIDENTIAL

515 E. BARRUS PLACE
CASA GRANDE
ARIZONA 85122-1601
(520)705-4268
Fax (602)650-0684
Email: kd7gmk@gmail.com
www.martinezaerial.com

CONTRACT FOR AERIAL PHOTOGRAPHY SERVICES

This Photography Contract (the "Contract") is made effective as of _____, 2016 (the "Effective Date"), by and between _____ of _____, henceforth Described as the "customer", and LUIS MARTINEZ of MAVS, 515 E. BARRUS PLACE, CASA GRANDE, Arizona 85222.

PHOTOS / VIDEO / GEOMAP (CIRCLE ONE) OF PROPERTY(IES) AT :

NUMBER OF ACRES FOR THE GEOMAP= _____

Number of photos (per address) _____
Number of videos (per address) _____

PERFORMANCE OF SERVICES

LUIS MARTINEZ agrees to take aerial photographs/video/geomap as per customer's stated requests, allowing for artistic expression; LUIS MARTINEZ agrees to use high technical quality to meet the customer's needs, for web or print; LUIS MARTINEZ will use digital photography

and color management knowledge to create photographs for the customer and LUIS MARTINEZ shall provide the customer with a DVD of the final proofs within 14 days. Full payment of services is due upon delivery.

BOOKING FEE

At the time of the signing of the Contract, the customer shall pay a non-refundable booking fee of \$25.00 to LUIS MARTINEZ for the Services. If the pilot fails to arrive AND complete the services the booking fee shall be returned to the customer within 7 days.

TERM

LUIS MARTINEZ and the customer agree that this Contract shall commence on the above date and that same shall terminate at midnight [REDACTED], 2016. Said agreement may be extended and/or renewed by agreement of all parties memorialized in a subsequent amendment thereafter.

WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, products, or other information (collectively, the "Work Product") developed in whole or in part by LUIS MARTINEZ in connection with the Services will be the exclusive property of LUIS MARTINEZ.

LUIS MARTINEZ maintains full copyrights of all materials. The fees above include an unlimited use license to the customer's photos/video. This means the customer may use them at will and as many times as they wish but LUIS MARTINEZ maintains permanent ownership rights of the images for portfolio use as promotional devices, in print and digital media. LUIS MARTINEZ will never release customer images to a competitor.

RELATIONSHIP OF PARTIES

It is understood by the parties that LUIS MARTINEZ is an independent contractor with respect to the customer, and not an employee of the customer.

CONFIDENTIALITY

LUIS MARTINEZ, and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly, use for the personal benefit of LUIS MARTINEZ, or divulge, disclose, or communicate in any manner, any information that is proprietary to the customer. LUIS MARTINEZ and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of the Contract.

MUTUAL INDEMNIFICATION

LUIS MARTINEZ agrees to indemnify and hold harmless the customer from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the customer that result from the acts or omissions of LUIS MARTINEZ. The customer agrees to indemnify and hold harmless LUIS MARTINEZ from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against LUIS MARTINEZ that result from acts or omissions of the customer, its members, if any, and its agents.

DEFAULT

The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 2 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party reasonably timely written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE CONTRACT

This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY

If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona.

NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

ASSIGNMENT

Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SIGNATORIES. This Agreement shall be signed by the customer and by LUIS MARTINEZ and is effective as of the date first above written.

Customer:

By: _____
Signature Date

MAVS:

By: _____
LUIS MARTINEZ Date