

# **(TOP SHOTS MEDIA, LLC)**

## **VIDEOGRAPHY, PHOTOGRAPHY, PHOTO BOOTH RENTAL, DJ SERVICES AGREEMENT**

This Videography, Photography, Photo Booth Rental, DJ Services Agreement (the "Agreement") is effective as of January 1st, 2017 (the "Effective Date"), by "Top Shots Media, LLC", (the "Company") and any Top Shots Media, LLC Clients, Property Owners, and Client Guest, (the "Clients," and together with the Company, the "Parties").

(the "**Client**"), for good and valuable consideration, the receipt of which is acknowledged, hereby grants to [Top Shots Media, LLC] ("**Company**"), its legal representatives, assignees, and those acting under its authority, the unrestricted right and permission to copyright and/or use, and/or publish photographic portraits or pictures and video of the Client (the "**Pictures & Video**"), and the prints, or digital information pertaining to them, in still, single, multiple, moving or video format, or in which Client or property may be included in whole or in part, or composite, or distorted in form, or reproductions thereof, in color or otherwise, in any media for advertising or any other lawful purpose. The Company and its affiliates shall have the right to transform, edit, alter, distort, modify, add to, subtract from, enhance, broadcast, telecast, duplicate, distribute, or otherwise exhibit the Media worldwide in all forms of media and forms of exploitation, now known or hereafter created including, but not limited to, websites, film, television, radio, and print.

Client hereby relinquishes any right that he/she, guest or property may have to the use to which it may be applied. Client waives any ownership and publication right he/she, guest or property might be entitled to in connection with the Pictures & Video, with the exception of the personal use of the Pictures & Video.

Client further releases Company its parent company, subsidiaries, affiliates, officers, agents, servants, or employees ("**Releasees**") from any claims for remuneration associated with any form of damage, foreseen or unforeseen, associated with the proper commercial or artistic use of these images unless it can be shown that said reproduction was maliciously caused, produced and published for the sole purpose of subjecting the Client to conspicuous ridicule, scandal, reproach, scorn and indignity. Client also waives any and all claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, that may be sustained by Client, or any of the property belonging to Client, whether caused by the negligence of the Releasees, or otherwise, while performing the Photography or Videography session, or while in, on or upon the premises where the photography or videography session was performed.(the "Property")

It is the express intent of Client that this document shall bind all members of Client's family, heirs, assignees and personal representatives.

Client represents that he/she is 18 year or older, that this release was willingly signed.

## RECITALS

**WHEREAS**, the Client's wishes to engage the Company as an independent contractor for the purpose of shooting videos or taking photos (the "Media") on the terms and conditions set forth below; and

**WHEREAS**, the Company wishes to shoot the Media in accordance with the terms of this Agreement; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

### 1. RESPONSIBILITIES.

(a) Of the Company. The Company agrees to do each of the following:

- A. Take the Media and perform the Services set forth in Exhibit A attached hereto and made a part hereof (collectively, the "Services").
- B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and productive manner.
- C. Perform the Services in a safe, good, and workmanlike manner, providing its best professional efforts and using at all times adequate equipment in good working order.
- D. Communicate with the Clients regarding progress the Company has made in shooting the Media and performing the Services.
- E. Supply all equipment and supplies required to perform the Services under this Agreement, except to the extent that the Company's work must be performed on or with the Client's property.
- F. Provide services (including the Services) and end products that are satisfactory and acceptable to the Clients within the scope of Exhibit A.
- G. Remove, replace, or correct all or any portion of the Media found unsuitable, without additional cost or risk to the Clients. (One Free edit)

(b) Of the Clients. The Clients agrees to do each of the following:

- A. Engage the Company to shoot the Media and perform the Services set forth in

Exhibit A to this Agreement.

- B. Provide relevant information or support to assist the Company with the performance of the Services.
- C. Satisfy all of the Company's reasonable requests for assistance in its performance of the Services.
- D. Agree to the terms and conditions set forth on Company's website and in this agreement.

## **2. ADDITIONAL SERVICES.**

The Parties will mutually determine a delivery date for the Media. Revisions requested by the Clients due to other considerations shall be billed to the Clients based at the rates listed in Exhibit A hereto before the Company begins such additional work.

## **3. TERM.**

This Agreement shall become effective as of the Effective Date and, unless otherwise terminated in accordance with the provisions of Section 9 of this Agreement, will continue until the Services have been satisfactorily completed and the Company has been paid in full for such Services (the "Term") [~~;~~ provided, however, that in no event shall this Agreement remain effective for longer than six months].

## **4. RESULTS AND PROCEEDS.**

The Company agrees that the work to be supplied by the Company hereunder shall be deemed a "work-made-for-hire." The Company agrees that the Clients and its affiliates shall have the right to transform, edit, alter, distort, modify, add to, subtract from, enhance, broadcast, telecast, duplicate, distribute, or otherwise exhibit the Media worldwide in all forms of media and forms of exploitation, now known or hereafter created including, but not limited to, websites, film, television, radio, and print.

## **5. PUBLICITY.**

Any publicity, including press releases or other information in connection with this Agreement is under the sole control of the Company.

## **6. USE OF Company'S NAME.**

If the Clients so elects, the Clients will have the right, for the Term of this Agreement, to use the Company's name, biography, and likeness in connection with the advertising and exploitation of the Media.

**7. NO OBLIGATION TO USE.**

The Clients shall have no obligation to use the Media. The Client's sole obligation to the Company is to pay the sums set forth in Exhibit A to the Company; provided, however, that no such amounts will be paid if the Company is in default.

**8. PARTIES REPRESENTATIONS AND WARRANTIES.**

The PARTIES hereby represents and warrants that:

- (a) s/he is, at the execution of this Agreement, at least eighteen (18) years old and not a minor;
- (b) s/he has the full right and legal capacity to enter into this Agreement and to grant the rights granted or agreed to be granted hereunder;
- (c) there is no outstanding contract, commitment, agreement, or legal impediment of any kind that conflicts with this Agreement or that might limit, restrict, or impair the rights granted to the Parties or affiliates hereunder;
- (d) the identifying information of the Parties set forth above is true and correct;
- (e) s/he has entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement; and
- (f) s/he has read and understands this Agreement.

The Clients shall be responsible for and shall pay any sales, use, or similar taxes applicable to this transaction.

**9. TERMINATION.**

This Agreement may be terminated:

By either Party on provision of Three (3) days written notice to the other Party, with or without cause.

By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within Three (3) days of receipt of written notice thereof.

By the Clients at any time and without prior notice, if the Company is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Clients, or is guilty of serious misconduct in connection with

performance under this Agreement.

All deposits are NON Refundable

Following the termination of this Agreement for any reason, the Clients shall promptly pay the Company according to the terms of Exhibit A for Services rendered before the effective date of the termination. The Company acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

**10. DEFAULT BY Company.**

If, for any reason, the Company fails to complete or deliver the Media or any related materials within the time and the manner specified in this Agreement and Exhibit A hereto, the Clients, at its election, may either:

terminate this Agreement in its entirety, in which event the Clients shall be released and discharged from any further obligations to the Company hereunder or otherwise, including, but not limited to, the obligation to make any payments to the Company; provided, however, such termination or cancellation shall not invalidate the rights granted by the Company to the Clients hereunder; or

specify a new date by which the Company must complete and deliver the Media and related materials to the Clients.

**11. ENTIRE AGREEMENT.**

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the Client matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

**12. MODIFICATION.**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, which agreement must be in writing and signed by both Parties.

**13. NOTICE.**

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by e-mail, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties

**14. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of Colorado. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Client agree to reimburse the company if the company is the prevailing Party; reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

**15. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**16. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, Paid Invoice or other electronic medium shall have the same force and effect as an original signature.

**17. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

## EXHIBIT A

### DUTIES, SPECIFICATIONS, AND COMPENSATION

- A. **DUTIES.** The Company will perform the following Services in connection with his/her taking of the Media: “Items and services listed on Client Invoice only”
- B. **SPECIFICATIONS.** The Parties agree to the following additional specifications about the Services to be provided: “All deposits are NON Refundable”
- C. **EDITING.** The Company will [not] be responsible for editing the Media, which shall include the following:
- a. [additional Editing after the second draft is delivered]
  - b. [frame by frame editing]
  - c. [Unreasonable or Unrealistic Editing Request]
  - d. [Edits not outlined in package or invoice]
- D. **DELIVERY SCHEDULE.** The Services will commence on or about the date of event/service and continue until complete delivery of the Media by the Company to the Clients. The Media will be delivered as follows:
- (a) Rough cut within; 30 Days
  - (b) Final edit Within; 60 Days.
- If the Clients requests additional Media, the delivery schedule will be mutually determined by the Parties. The Parties acknowledge that time is of the essence.
- E. **COMPENSATION.** Full compensation for the Services rendered pursuant to this Agreement, including receipt by the Clients of the Media and any related materials and for all rights granted or agreed to be granted and for all undertakings and warranties made by the Company hereunder, the Clients agrees to pay the Company the fee on the invoice (the “Fee”) for the Media. The Company shall invoice the Clients as follows:
- A. Non-Refundable Down Payment - one-third (1/3) of the Fee upon commencement of Services;
  - B. one-third (1/3) of the Fee upon date of event or request
  - C. one-third (1/3) of the Fee upon delivery of the final edited Media and all related materials to the Clients.

D. Additional work outside the scope in Exhibit A will be at a rate of \$50 per hour

All invoices will be paid within (10) days of receipt by the Clients. The Clients will pay for all pre-approved expenses that the Company invoices to the Clients.

### **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

I HEREBY ASSUME ALL OF THE RISKS FOR MYSELF AND MY GUEST PARTICIPATING IN ANY/ALL ACTIVITIES OR SERVICES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of Top Shots Media, LLC its employees and contractors being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by Top Shots Media, LLC to cover the service or activity in which I may participate, and that it will govern my actions and the actions of my guest / attendees at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, as well as any injury to any of my guest.

THE FOLLOWING ENTITIES OR PERSONS: Top Shots Media, LLC and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Top Shots Media, LLC and their directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

# Terms of Service

## **Weather**

Weather conditions are a key factor for safe flights, outdoor services, and product quality. If inclement weather does not permit the company to provide services for any reason (i.e wind, rain, snow, low visibility, etc.) The company reserves the right to cancel services. If the company terminates service before arrival, there will be no charge. If the company terminates while on site the company will wait for the weather to clear for one hour after termination.

## **Safety**

Safety is the most important component of our business. When operating a UAV the company makes multiple safety checks before showing up and after each takeoff and landing. The company follows all FAA and manufacturer rules and regulations to ensure a safe flight every time. The company take as many precautions as possible before arrive, so as to ensure each job is executed safely. The company does not fly, or operate electronic equipment when conditions are not safe enough to do so. Weather, Radio towers, high voltage Power Lines, Substations, magnets and large metal structures interfere with the UAV's radio signal the company will NOT fly near them for any reason. The FAA imposes strict UAS regulations and does not allow flying over crowds, higher than 400 ft AGL or 400 ft above structures. This also includes flying over densely populated areas, in controlled airspace, beyond visual line of site, or at night unless prior authorization is granted by the FAA 90 days in advance. Please keep this in mind when scheduling. The company can request a waiver on our client's behalf.

## **Permission to Fly**

There are specific local and federal laws, rules, and regulations that pertain to flying UAS, and the company follows them closely. Whenever the company or our affiliates are asked to film or fly on the property, this agreement provides the company "Permission to enter, film, fly, and operate a UAV on the property".

## **Damage to Equipment**

If any of the company's equipment is damaged due to negligence or vandalism by a client or a guest of the client; the client will be responsible for replacing or repairing the companies specialized equipment; and or pay the insurance claim. If equipment is

damaged due to the negligence of the company and therefore the company defaults the company will prorate the remaining invoice balance.

### **Travel Policy**

All of the company's services include round trip travel of up to 30 radial miles from Downtown Denver's State Capitol Building. Any additional miles traveled will be at a rate of \$1.00 per mile. Although we are based in the Denver area, the company can travel to any location in the world, provided the company receives accommodations (mileage charges do not apply to out-of-state or international packages with paid travel accommodations)

### **Scheduling**

The Company tries to accommodate as many appointments as possible, as such the company is open seven days a week. The Client must be sure to check the companies Event Calendar for availability before the client checks out. If the client schedules an event on a date the company is already booked the company will give the client a full refund within 72 hours if rescheduling is not possible.

### **Content Delivery**

Media is delivered online unless specified on the invoice or package

### **Additional Fees**

If the Client requests additional services or upgrades from the company while on site or during post-production, the company will provide the client with an updated invoice for client approval. Each project will be presented to the client according to the package they select. If a client is not satisfied with final post production details of the project the company will be happy to make one round of changes free of charge. If the client requests additional changes after the first round of edits a \$40 an hour fee will be charged each time a client requests the company re-edit, export, upload and deliver content as outlined in Exhibit A. Real Estate clients must ensure the property is free of unwanted clutter or vehicles. If the site is not ready for filming or photography after the company has arrived and rescheduling is required a \$100 fee will be added to the final invoice to cover travel and man-hours.

### **Late Fees**

If a complete payment has not been made within 10 days after the client receives the final invoice there will be a late fee of \$50. If the payment has not been made after 60 days an additional \$100 fee will be added every 30 days.

**UAV Laws**

Top Shots Media, LLC is current with all federal regulations and certificates.

**Insurance**

Top Shots Media, LLC hold a One Million Dollar (\$1,000,000) liability insurance in case of an accident.

By signing below, the Parties agree to comply with all of the requirements contained in this Exhibit A; and the **ENTIRE AGREEMENT**

Dated: \_\_\_\_\_

**Clients**

Name:  
Title:

**COMPANY**

[Top Shots Media, LLC]  
Name: Michael Lee Wehmeier  
Title: Owner

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first above written.



\_\_\_\_\_  
Company

\_\_\_\_\_  
Client

January 1st, 2017

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date