1. GENERAL PROVISIONS

These Terms and Conditions constitute the agreement between  [ Enter Client’s name and contact information ] (hereafter “Client”) and [Enter Drone Business name and contact information] (hereafter “\_Drone Business\_\_\_” pursuant to which services are to be performed in accordance with the Task Order for a fee. The Drone Business agrees to comply with all applicable terms and conditions of the Agreement between them and Client.

1. SCOPE, AMENDMENTS AND ATTACHMENTS

2.1 The Scope of this Agreement including the Drone Business’ services will be in a Task Order for each specific contracted project. The general format of a Task Order is shown in Attachment to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.

2.2 This document, including the Attachments referred to herein and together with any written amendments hereto which may be agreed to constitutes the entire understanding and agreement between the parties with respect to the services to be provided hereunder and supersedes all previous negotiations, commitments, writings, and agreements with respect to the subject matter hereof. The performance of services shall fully comply with the Attachments attached herein. No waiver, alteration, or amendment of any of the provisions hereof shall be binding unless in writing signed by the fully authorized representatives of the parties hereto.

1. FEES and PAYMENTS

3.1 Compensation for services provided by Drone Business will be measured based on hourly rates unless the parties agree otherwise in writing. The hourly billing rates for the services of Drone Business are set forth below.

 Category Rate

 (Fill Point) (Fill Point)

3.2 Payment shall be made upon completion of the services by Drone Business and delivery of any electronic or hard copies of information gathered by Drone Business, if that is part of the contracted services listed in the Task Order.

3.3 If a fee limit for a specific project is established between Client and Drone Business, then the fee limit will govern the total services provided and usage of drone unless the parties agree otherwise in writing

1. INDEPENDENT CONTRACTOR STATUS
	1. It is expressly understood that Drone Business is an independent contractor of the Client and does not hereby hire or rent the use of any of the Client’s construction material, equipment, personnel or assume any liability for the use or method of use thereof.
	2. It is expressly understood that in accordance with FAA regulations, if the Drone has been registered using a Section 333 exemption for the commercial use of drones the agent of Drone Business shall be the only person to operate the property of Drone Business. If the drone has been registered under Part 107 of Title 14 Code of Federal Regulations either the agent of Drone Business or an agent of the Client who holds a remote pilot airman certificate with a small UAS rating or is under the direct supervision of a person who does hold a remote pilot certificate may operate the drone of Drone Business.

5.0 LICENSES, PERMITS, AND REGISTRATION

5.1 The Drone Business shall comply with all federal, state, and local laws, rules, and regulations with regard to necessary licenses, permits, and registrations in the performance of the services of this Agreement. Any regulated services performed under this Agreement shall be done by those authorized and licensed in that locality, state or nation to perform such services.

5.2 Drone Business shall ensure that they are in compliance with the most current FAA regulations for the commercial operation of drones at the time of completing the Task Order. If the drone weighs more than 55lbs the Drone Business shall ensure that they are in a possession of a Section 333 grant of exemption, a Certificate of Waiver of Authorization (COA), registration of the aircraft with the FAA, a pilot with an FAA airman certificate and, any other requirements of the FAA. If the drone weighs less than 55lbs the Drone Business shall ensure that they are in compliance with Part 107 of Title 14 Code of Federal Regulations and with any other FAA requirements.

1. AUTHORITY OF AGENTS

It is agreed that, whenever authority is conferred by the terms of this Agreement upon the Client or Drone Business such authority shall be exercised by individuals designated by name in writing and such authority shall not be delegated to or exercised by anyone except such named individuals; further no change or additional work may be authorized unless approved in writing by Client and Drone Business.

1. CONFIDENTIALITY

The Drone Business understands that, in undertaking the work covered by this Agreement, that it is not authorized to make public statements or to issue information for general release concerning its role or that of Client without prior written permission of Client. Drone Business agrees to maintain strict confidentiality in matters concerning the purpose, duration, or extent of surveys conducted throughout the duration of this Agreement. Except as required by law or court order, the provisions of this clause shall apply to the Drone Business’ communications with members of the public, governmental agencies, and all other individuals or organizations.

1. INSURANCE
	1. Drone Business shall secure and maintain in full force and effect liability insurance and shall maintain such insurance in effect for at least 3 years after the project or any period in which Drone Business may be correcting defective work or during any applicable guarantee period and/or any applicable statute of limitations period. Drone Business shall secure and maintain in full force property insurance for an unmanned aircraft system and have a standard commercial general liability policy that does not exclude the coverage of property damage or personal injury resulting from the ownership, use or, maintenance of aircrafts. The commercial general liability policy shall include premises-operations liability, products completed operations liability, and contractual liability covering the Drone Business’s indemnification obligation contained herein, and personal and advertising injury liability. The Insurance Carrier must have at least a Best’s Rating of “A-“or better. In addition, the Drone Business shall secure and maintain worker’s compensation and employer’s liability insurance and fully comply with the requirements of state law including in any states wherein work is performed. The liability of the Drone Business for injuries or death of persons or for property damage sustained or claimed by any person or corporation, including the Client arising out of work performed under this Agreement shall not be limited in extent and amount to the risks insured. Drone business shall provide Client with insurance certificates evidencing proof of coverage and written notification of cancellation, non-renewal or any material change in the policies shall be mailed to Client thirty (30) days in advance of the effective date thereof. Except for Professional Liability Insurance, Worker’s Compensation, and Employer’s Liability insurance, such endorsement(s) shall name “Client” as an additional insured on a primary noncontributory basis. Certificate and endorsements must be attached and filed with Client prior to commencement of any work under this Agreement. Drone Business agrees to waive subrogation which any insure of Drone Business may acquire from drone Business by virtue of the payment of any loss. Drone Business agrees to obtain and submit any endorsement that may be necessary to affect this waiver of subrogation. Drone Business agrees to obtain and submit any endorsement that may be necessary to affect this waiver of subrogation. The Worker’s Compensation and General Liability policies must be endorsed with a waiver of subrogation in favor of “Client and its affiliated companies” for all work performed by Drone Business, its employees and agents..
2. INDEMNIFICATION

9.1 Drone Business shall indemnify and hold harmless the Client, their respective officers, employees, agents and representatives from and against liability for all claims, losses, damages and expenses, including reasonable attorneys’ fees and costs to the extent such claims, losses, damages, or expenses to the extent caused by Drone Business’ negligent acts, errors, or omissions in the performance of professional services on the Task Order. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Drone Business and Client, they shall be borne by each party in proportion to its causal negligence.

9.2 Drone Business shall solely be liable for and shall indemnify, defend and hold Client and its respective officers, representatives, agents and, employees harmless for all costs and damages incurred by Drone Business for delays caused by the Client’s interference with Drone Business’ ability to provide services, including, but not limited to, Client’s failure to provide specified facilities or information under this Agreement. If delays are caused by terrorism, fires, floods, riots, acts of God or the public enemy, or acts or regulations of any governmental agency, then the schedule commitments may be subject to change.

9.3 In the event either party is rendered unable, wholly or in part, by “force majeure” to perform its duties under this Agreement, then, on said party giving notice and full particulars of such “force majeure” in writing or by e-mail to the other party as soon as practical after the occurrence of the cause, the duties of said party so far as they are affected by such “force majeure” shall be suspended during the continuance of any inability so caused but for no longer period, and the effects of such cause shall so far as possible be remedied with all reasonable dispatch. The affected party shall have no responsibility for the performance of service under this Agreement during delays caused by “force majeure.”

1. CLIENT INFORMATION AND PATENTS
	1. Drone Business agrees to treat as confidential all information of technical, commercial, and industrial nature which may be revealed during its work under this Agreement. All designs, reports, specifications, technical data, and other documents prepared shall remain the exclusive property of Client. Any reuse of such information in a manner detrimental to the interests of Client is not agreed to nor to be permitted.
	2. All specifications or similar contractual documents prepared by either or both of the parties to this Agreement intended for tender by or purchase from manufacturers or suppliers of systems and equipment will contain a indemnifying Client from all liability for patent or other use infringement arising from the specifications or use of the systems or equipment so furnished.

 11.0 MEANS AND METHODS

If requested, Client may provide information and guidance as to its requirements for the project and the general policies which may guide the Drone Business in performance of its work. This Agreement shall not be construed as imposing upon or providing to Drone Business the responsibility or authority to direct or supervise construction means, methods, techniques, sequence, or procedures of construction selected by the Drone Business or the safety precautions and programs incident to the work of the subcontractors. Drone Business only provides technical service and operation of drones and does not claim to have or provide construction knowledge.

1. DRONE BUSINESS LIABILITY

12.1 Drone Business is liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of the manner or practice of the drone operations, which include, without limitation, the selection, licensure, upkeep, or usage of aircraft, operators, or support staff. Drone Business is not liable for claims grounded in Client's business objectives and not substantially related to the manner or practice of drone operations.

12.2 Client additionally is not liable for any criminal acts in violation of applicable local law, state law, federal regulations or law performed by the Drone Business in conducting the services of the Agreement.

12.3 The parties agree that this Agreement is not subject to any Uniform Commercial Code. Client will not accept those terms and conditions offered by Drone Business in the rental order, requisition, notice of authorization to proceed, or any other contractual document except as set forth herein or expressly agreed to in writing.

1. STANDARD OF CARE
	1. In the performance of these services, the Drone Business and its agents shall the degree of skill and the highest standard of care required in its technical practices and procedures. If, in the opinion of Client the Drone Business, or its agents, should fail to meet the standards specified in the preceding sentence, their obligation and liability to Client shall include the Drone Business re‑performing, at its own expense and without reimbursement by Client, any of its services which do not conform to the specified standard.
	2. The standard of care for all commercial drone piloting and related services performed or furnished by Drone Business under this Agreement will be the highest standard care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
	3. Drone Business or their agent shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Client furnished information.
2. TERMINATION OR EXTENSION
	1. This Agreement may be terminated by either party with or without cause upon ten (10) days written notice specifying the effective date of such termination. In the event of termination, the Drone Business shall be paid for services performed in accordance with the terms of this Agreement less any and all costs and expenses caused by Drone Business’ nonperformance, failed performance, or defective performance.
	2. This Agreement may be extended as required upon the written consent of both parties.
3. REUSE OF DOCUMENTS/FILES

Drone Business is to provide data and image files, both electronic and hard copy (hereinafter “files”) if the contracted work was recorded. All files are part of Drone Business’ instruments of service and may be used for Client’s described project. Under no circumstances shall delivery of the electronic files for reuse be deemed a sale by Drone Business and Drone Business makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

1. DISPUTE RESOLUTION
	1. In an effort to resolve any conflicts that arise during the project or following the completion of the project, Drone Business and the Client agree to discuss any material disputes between them during the 15 days after notice of disputes. If discussions are unsuccessful in resolving the disputes, then the dispute shall be mediated unless the parties mutually agree otherwise. If mediation efforts are not successful, the parties may pursue any other legal remedies available to them under the laws of the state of (INSERT STATE).
	2. The terms and conditions of the Agreement between Drone Business and the Client will supersede and control any method of dispute resolution under this Agreement.
2. ASSIGNMENT

None of the rights and/or obligations of either party hereunder may be assigned except with the prior express written consent of the other party, and any attempted assignment without such consent shall be void. However, Drone Business may subcontract any services but, subcontracting any part of the work shall not relieve the Drone Business of any of its obligations or liabilities. The Drone Business’ subcontractors shall be subject to the written approval of Client.

1. NO THIRD PARTY BENEFICIARIES

These General Terms contains the entire understanding between the parties on the subject matter hereof and no representations, inducements, promises or agreements not embodied herein shall be of any force or effect, and these General Terms supersedes any other prior understanding entered into between the parties on the subject matter hereof. No waiver of compliance with any provision or condition hereof shall be effective unless agreed in writing duly executed by the waiving party. Nothing contained in these General Terms shall create a contractual relationship with or a cause of action in favor of a third party against Drone Business

1. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the state of (INSERT STATE). No action may be brought except in the state of (INSERT STATE).

1. SEVERALBILITY

The various terms, provisions, and covenants herein contained shall be deemed to be separable and severable, and the invalidity or unenforceability of any of them shall in no manner affect or impair the validity or enforceability of the remainder hereof.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement the day and year first above written.

**CLIENT:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The above person is authorized to sign for Owner and bind the

Owner to the terms hereof

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DRONE BUSINESS:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Board Member's Name Here

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment \_\_1\_\_**

 **Task Order**

**SUGGESTED FORM OF**

**TASK ORDER**

This is Task Order No. \_\_\_\_\_\_\_\_, consisting of \_\_\_\_\_ pages.

**Task Order**

***[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]***

In accordance with Paragraph 1.01 of the Agreement Between Client and Drone Business – Task Order Edition, dated [ ] ("Agreement"), Client and Drone Business agree as follows:

**Background Data**

|  |  |  |
| --- | --- | --- |
| a. | Effective Date of Task Order: |       |
| b. | Client: |       |
| c. | Drone Business: |       |
| d. | Specific Project (title): |       |
| e. | Specific Project (description): |       |

**Services of Drone Business**

* + 1. The specific services to be provided or furnished by Drone Business under this Task Order are:

 ***[Select one of the following three options and delete the other two.]***

* set forth in Part 1—Basic Services of Exhibit A, “Drone Business’ Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

* as follows: [ ] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

***[or]***

* the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

Services to a Cost Limit

***[If the design under this Task Order will be governed by a Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar)]***

Under this Task Order Engineer will design to a Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Cost Limit is $\_\_\_\_\_\_\_\_\_. The bidding or negotiating contingency to be added to the Cost Limit is \_\_\_\_\_\_\_ percent.

Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Drone Business as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C]***

All of the services included above comprise Basic Services for purposes of Drone Business’ compensation under this Task Order.

**Additional Services**

* + 1. Additional Services that may be authorized or necessary under this Task Order are:

 ***[Select one of the following three options and delete the other two.]***

* set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Drone Business’ Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

***[or]***

* as follows: [ ] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

***[or]***

* those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**Client’s Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement, subject to the following:

**Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

|  |  |  |
| --- | --- | --- |
| **Party** | **Action** | **Schedule** |
|  |  |  |

**Payments to Drone Business**

A. Client shall pay Drone Business for services rendered under this Task Order as follows:

|  |  |  |
| --- | --- | --- |
| **Description of Service** | **Amount** | **Basis of** **Compensation (Hours of Work)** |
| 1. Basic Services (Part 1 of Exhibit A) | $[ ] | [ ] |
|  |  |  |
| **TOTAL COMPENSATION**  | $[ ] |  |
|  |  |  |
| 2. Additional Services (Part 2 of Exhibit A) | (N/A) | [ ] |

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

**Consultants retained as of the Effective Date of the Task Order:**

**Other Modifications to Agreement and Exhibits:**

***[Supplement or modify Agreement and Exhibits, if appropriate.]***

**Attachments:**

**Other Documents Incorporated by Reference:**

**Terms and Conditions**

Execution of this Task Order by Client and Drone Business shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Drone Business is authorized to begin performance upon its receipt of a copy of this Task Order signed by Client.

The Effective Date of this Task Order is [ ].

|  |  |  |
| --- | --- | --- |
| Client: |  | Drone Business: |
|  |  |  |
| By: |  |  | By: |  |
|  |  |  |
|  |  |  |
| Print Name: |  |  | Print Name: |  |
|  |  |  |
|  |  |  |
| Title: |  |  | Title: |  |
|  |  |  |
|  |  |
|  |  |
| DESIGNATED REPRESENTATIVE FOR TASK ORDER: |   | DESIGNATED REPRESENTATIVE FOR TASK ORDER:  |
|  |  |  |
|  |  |  |
| Name: |  |  | Name: |  |
|  |  |  |
|  |  |  |
| Title: |  |  | Title: |  |
|  |  |  |
|  |  |  |
| Address: |  |  | Address: |  |
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|  |  |  |
|  |  |  |
| Phone: |  |  | Phone: |  |