

TOP SHOTS MEDIA, LLC or (Adventure FPV (DBA))

VIDEOGRAPHY, PHOTOGRAPHY, DRONE SERVICE AGREEMENT

This Videography, Photography, Drone Service Agreement (the “Agreement”) is effective as of January 1st, 2022 (the “Effective Date”), by Top Shots Media, LLC, or (DBA, Adventure FPV (the “Company”) and Service Recipient (the “Client”, and together with the Company, the “Parties”).

RECITALS

WHEREAS, the Client 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 Client regarding the 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 Client 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 Client; provided, however, that the foregoing shall be limited to one (1) removal, replacement, and/or corrections without cost to Client.

(b) Of the Client. The Client 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 (without cost to Client) 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 (without cost to Client).

2. ADDITIONAL SERVICES.

The Parties will mutually determine a delivery date for the Media. Revisions requested by the Client due to other considerations shall be billed to the Client 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 Client 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. Although the Company waives any ownership of final delivery in connection with the Media, The company may use The media for promotional purposes only. Company may use unused Media from production or behind-the-scenes footage for 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 Client.

6. USE OF COMPANY'S NAME.

If the Client so elects, the Client 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 Client 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.

Each Party hereby represents and warrants to the other Party that:

- (a) it has the full right and legal capacity to enter into this Agreement and to grant the rights granted or agreed to be granted hereunder;
- (b) 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;
- (c) the identifying information of the Parties set forth above is true and correct;
- (d) it has entered into this Agreement freely, voluntarily, and without reliance on any promises, representations, or other statements not contained in this Agreement; and
- (e) it 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:

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

- (b) 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.
- (c) By the Client 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 Client, or is guilty of serious misconduct in connection with performance under this Agreement.

Except in the case of termination of this Agreement by Company pursuant to Section 9(a) or Client pursuant to Section 9(b) or (c), all deposits are nonrefundable

Following the termination of this Agreement for any reason, the Client shall pay, within thirty (30) days of the effective date of such termination, 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. All Deposits are Non-Refundable.

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 Client, at its election, may either:

terminate this Agreement in its entirety, in which event the Client 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 Client hereunder; or

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

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. 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 non-prevailing Party agrees to reimburse the prevailing Party for its 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.

14. 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.

15. 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 media shall have the same force and effect as an original signature.

16. 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 its 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: “Except as otherwise set forth in this Agreement, all deposits are nonrefundable”
- 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 Client. The Media will be delivered as follows:
- (a) Rough cut within 30 days
 - (b) Final edit within 60 days.
- If the Client 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 Client 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 Client agrees to pay the Company the fee in the amount listed on the Client Invoice (the “Fee”) for the Media. The Company shall invoice the Client as follows:
- A. Non-Refundable (except as otherwise provided in the Agreement) Down Payment - one-third (1/3) of the Fee upon commencement of Services;
 - B. one-third (1/3) of the Fee upon date of the 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 \$100 per hour

All invoices will be paid within thirty (30) days of receipt by the Client. The Client will pay for all pre-approved expenses that the Company invoices to the Client.

Terms of Service

Damage to Equipment

If any of the Company's equipment is damaged due to negligence or vandalism by Client or an affiliate of Client; the Client will be responsible for replacing or repairing the Company's specialized equipment and/or pay the insurance claim. If equipment is damaged due to the negligence of the Company, the Company will continue operations with alternate equipment if available or prorate the remaining invoice balance.

Travel Policy

All of the Company's services include round-trip travel of up to 30 radial miles from (2807 west 100th ave. Federal Heights, CO). Any additional miles traveled will be at a rate of \$1.50 per mile. Although we are based in the Denver area, the Company can travel to any location worldwide, provided the Company receives accommodations (mileage charges do not apply to out-of-state or international packages with paid travel accommodations)

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 agreement. If a Client is not satisfied with the 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 \$100 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**. Clients must ensure the property is free of unwanted clutter, vehicles or items. If the site is not ready for filming after the Company has arrived and rescheduling is required a \$250 fee will be added to the final invoice to cover the additional man-hours.

Late Fees

If complete payment has not been made within 30 days after the client receives the final invoice there will be a late fee of \$150. If the payment has not been made after 60 days an additional \$300 fee will be added every 30 days.

Insurance

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

Permission to Fly

There are specific local and national laws, rules, and regulations that pertain to flying UAVs / Drones, and we follow them closely. By signing this agreement the Client is providing the company with permission to fly, film, and enter the property associated with the shoot as a part of the Agreement.

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

Dated: January 1, 2022

CLIENT

Business Name: _____

Name: _____

Title: _____

Signature: _____

Date: _____

COMPANY

Company Name: TOP SHOTS MEDIA, LLC

Name: Michael Lee Wehmeier

Title: Owner

Signature: *Lee Wehmeier*

Date: _____01/01/2022_____

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