3RD EYE MEDIA LLC
Where Imagination Meets Vision.

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MONTHLY CONTENT / CLIENT AGREEMENT

Business Growth Service Agreement

Professional photography, video, and business content.

$995 / month	$1,195 / month
With a 3-month agreement	Month-to-month

This Agreement is entered into between 3rd Eye Media LLC ("Company" or "3rd Eye Media") and the Client identified below. It governs the recurring Business Growth package and any approved additional services.

CLIENT & BOOKING DETAILS

Effective date *

Client / business name *

Authorized representative *

Phone

Email *

Business address

Service start date

Monthly billing date

PACKAGE SELECTION

Select one package term

- ○ $995/month - 3-month minimum (total commitment: $2,985)
- ○ $1,195/month - month-to-month

If the 3-month term is selected, choose the post-term option in the billing section.

SCOPE / INCLUDED SERVICES

Your monthly coverage

01 / BUSINESS GROWTH CONTENT RETAINER PACKAGE

Client retains 3rd Eye Media LLC to provide recurring professional media and content-production services under the Business Growth Content Retainer Package. The package is designed around two recurring content visits per month, typically supporting an every-other-week content rhythm. The selected pricing option above controls the monthly fee and minimum term.

02 / INCLUDED MONTHLY SERVICES

- 2 scheduled on-site shoots / up to 2 hours each.
- 40+ edited photos per month.
- 4 vertical reels per month.
- 4 custom graphics or flyers per month.
- Aerial photo/video when permitted and suitable.
- Before-and-after, employee, equipment, project, and behind-the-scenes content.
- Organized media library for delivered content.
- 5-business-day turnaround.
- 2 revision rounds for monthly delivered content.

Photo, reel, and graphic quantities are monthly totals. Delivery schedules are agreed around shoots and project requirements.

03 / MONTHLY SERVICE ALLOCATION

Included services are allocated by monthly billing period. Unused shoot time, photographs, videos, graphics, revisions, or other included services do not automatically roll over, have no cash value, and are not refundable or transferable unless 3rd Eye Media agrees otherwise in writing. Monthly deliverables are measured across the monthly service period, not necessarily divided evenly between the two visits.

04 / CONTENT SHOOTS

The package includes two scheduled content shoots per month, with up to two hours of on-location production time per visit. A visit may include photography, ground video, drone footage, or a combination based on Client needs, location conditions, and the planned content mix. Additional time, additional locations, or additional shoots may be approved and billed separately. A missed or unused monthly visit does not automatically convert into additional deliverables or future shoot time.

05 / PHOTOGRAPHY

Client will receive at least 40 edited professional photographs per monthly service period. Images may be captured across both scheduled visits and may include employees, equipment, completed work, active projects, products, facilities, vehicles, or other agreed subjects. 3rd Eye Media retains professional discretion over image selection, composition, editing, cropping, and color treatment. Unedited or rejected images are not included unless separately agreed in writing.

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06 / SOCIAL-MEDIA REELS

Client will receive four edited vertical social-media reels per monthly service period. Reels are generally formatted for Facebook Reels, Instagram Reels, TikTok, or YouTube Shorts. Reel length, pacing, clip selection, music, and creative structure depend on the footage captured and intended use. Social-media posting, scheduling, community management, or account management is not included unless separately stated in writing.

07 / PROMOTIONAL GRAPHICS

Client will receive four custom promotional graphics or flyers per monthly service period. Standard graphics may include service advertisements, project highlights, special offers, event promotions, social posts, or informational graphics. Logo creation, full branding systems, multi-page documents, catalogs, menus, complex campaigns, or substantial redesigns are outside the standard package and may require separate pricing.

08 / BEFORE-AND-AFTER / PROJECT / BEHIND-THE-SCENES CONTENT

When applicable, 3rd Eye Media may capture before-and-after comparisons, employee activity, equipment, project progress, and behind-the-scenes material as part of the monthly content mix. The exact mix depends on site access, timing, available subjects, safety, and Client priorities. The package does not guarantee that every content category will be captured during every visit.

09 / DRONE SERVICES

Aerial photography and video are included when appropriate and legally permitted. All aerial operations remain subject to Federal Aviation Administration regulations, required airspace authorization, weather, visibility, people and vehicle exposure, property access, site conditions, aircraft limitations, and operational safety. The Remote Pilot in Command has final authority over whether and how a flight is conducted. No unsafe or unlawful flight will be performed. If aerial operations cannot be completed during a scheduled visit, 3rd Eye Media may substitute suitable ground content or reschedule the aerial portion when practical.

10 / AERIAL DOCUMENTATION DISCLAIMER

Any drone imagery, maps, overlays, measurements, reference graphics, or related materials are intended for marketing, visual documentation, planning, or general reference unless specifically contracted otherwise. Standard media services are not represented as licensed land surveying, engineering, architecture, structural inspection, roofing certification, arboricultural assessment, environmental consulting, thermal inspection, appraisal, or another regulated professional service.

11 / MONTHLY ORGANIZED MEDIA LIBRARY

Completed deliverables will be organized in a digital client folder, download link, cloud system, or other delivery method selected by 3rd Eye Media. Files may be organized by date, campaign, deliverable type, or project. Client should download and maintain its own copies. The Company does not guarantee permanent storage of raw or completed files indefinitely.

12 / TURNAROUND AND REVISIONS

Standard turnaround is five business days after the applicable shoot or after all required Client materials are received. Turnaround may be extended for Client-requested changes, missing information, unusually complex work, severe weather, equipment issues, illness, third-party interruptions, or circumstances reasonably outside the Company's control. Client receives two revision rounds for the monthly delivered content. Each revision round is one consolidated request containing reasonable changes to an existing deliverable. Revisions do not include reshooting, an entirely new concept, replacing an approved direction, creating additional deliverables, or substantial re-editing caused by information not supplied before production. Revision requests should be submitted within seven calendar days after delivery.

SERVICE TERMS / PAYMENT

Scheduling & billing

13 / CLIENT RESPONSIBILITIES

Client will provide reasonable property access, obtain necessary permissions, identify known hazards or restricted areas, provide accurate logos/pricing/offers/contact information, and give reasonable creative direction before production. Client represents that it has authority to request the contracted services at the locations provided and is responsible for the accuracy and legality of Client-supplied advertising claims and materials.

14 / SCHEDULING

The two monthly visits are coordinated based on availability, location, weather, airspace, and project conditions. The parties may aim for an every-other-week rhythm, but exact spacing is not guaranteed. Retainer clients may receive scheduling priority, but no date or time is guaranteed until confirmed. Client should provide reasonable advance notice for requested production dates.

15 / RESCHEDULING

Client should provide at least 48 hours' notice to reschedule a confirmed shoot. A late cancellation or reschedule may cause that monthly visit to be treated as used when 3rd Eye Media reserved the production time and cannot reasonably refill it. The Company may waive this provision for emergencies or other reasonable circumstances. Weather or regulatory rescheduling initiated by 3rd Eye Media is not treated as a Client cancellation.

16 / PAYMENT

The monthly fee is due on the selected billing date. Services may be invoiced or charged through an approved recurring-payment system. Client agrees to maintain a valid payment method when enrolled in automatic billing. 3rd Eye Media may suspend scheduling, production, editing, or delivery while an account is past due. Additional services outside the package are quoted or invoiced separately.

17 / AUTOMATIC PAYMENT AUTHORIZATION

If Client enrolls in automatic billing, Client authorizes 3rd Eye Media LLC and its payment processor to charge the selected payment method for recurring monthly fees and separately approved charges. Payment-card or bank details should be entered through the payment processor, not written into this PDF. Revoking automatic payment authorization does not itself terminate this Agreement or eliminate amounts already owed.

Automatic recurring billing

- ○ Yes - authorize recurring billing
- ○ No - invoice/manual payment

Preferred payment method

- ○ Card
- ○ ACH / bank
- ○ Other

Other payment method (if selected)

18 / THREE-MONTH AGREEMENT

If Client selects the $995/month option, Client is receiving discounted pricing in exchange for a minimum commitment of three consecutive monthly billing periods, for a minimum service commitment of $2,985. If Client terminates for convenience before the end of the initial term, Client remains responsible for the unpaid portion of the minimum commitment and approved non-cancelable expenses, except to the extent prohibited by applicable law or otherwise agreed in writing.

After the initial 3-month term, select one

- ○ Renew for another 3-month term at the then-current 3-month rate
- ○ Continue month-to-month at the then-current month-to-month rate
- ○ End after month three unless renewed in writing

19 / MONTH-TO-MONTH OPTION

If Client selects the $1,195/month option, either party may terminate recurring service by providing at least 30 days' written notice. Payments properly earned for an active service period are non-refundable except where required by law.

20 / ADDITIONAL SERVICES

Services outside Business Growth may be purchased separately, including additional shoots, extra reels, extra edited photographs, longer promotional videos, additional graphics, social-media management, additional drone flights, construction-progress documentation, mapping, 360 tours, floor plans, additional locations, extended travel, or rush editing. Additional work will be approved by Client before being invoiced whenever reasonably practical.

21 / TRAVEL

The package includes normal travel within the service area agreed below. Travel outside the included area may incur mileage, drive-time, lodging, toll, permit, or other travel charges approved before production.

Included service area / mileage

Additional travel fee / terms

MEDIA / AGREEMENT TERMS

Rights & general terms

22 / COPYRIGHT AND CLIENT LICENSE

Unless otherwise agreed in writing, 3rd Eye Media LLC retains copyright and ownership of original photographs, footage, graphics, videos, and other creative works it produces. After full payment, Client receives a perpetual, non-exclusive commercial-use license to use final approved deliverables for its normal business marketing, including social media, websites, advertising, email, print, and presentations. Client may not resell, sublicense, or claim authorship of the Company's work without written approval.

23 / RAW FILES

RAW photographs, unedited video footage, editing project files, source graphics, templates, unused footage, and other working files are not included unless specifically stated in writing. Raw or source materials may be offered separately at the Company's discretion.

24 / PORTFOLIO AND PROMOTIONAL USE

Unless Client requests confidentiality before production, Client authorizes 3rd Eye Media to display completed work in its portfolio, website, social media, advertising, demonstration reels, sales materials, and promotional materials. The Company will not intentionally publish confidential information clearly identified as confidential.

Portfolio preference

- Portfolio/promotional use permitted
- Client requests confidentiality

25 / CLIENT-PROVIDED MATERIALS

Client represents that it has permission to use and provide any logos, trademarks, photographs, videos, music, text, graphics, or other materials supplied to 3rd Eye Media. Client is responsible for claims resulting from Client-supplied materials used without proper authorization.

26 / MARKETING RESULTS

3rd Eye Media provides professional content-production services but does not guarantee a specific number of views, followers, likes, leads, sales, customers, search rankings, engagement levels, or revenue increases. Marketing performance depends on factors outside the Company's control.

27 / CREATIVE CONTROL

Photography, filmmaking, editing, drone operation, graphic design, and content creation involve professional and creative judgment. 3rd Eye Media will make reasonable efforts to follow agreed Client direction while retaining discretion regarding shooting technique, image selection, music, pacing, composition, color, and overall production. Differences in artistic preference alone do not constitute a breach.

28 / TERMINATION BY 3RD EYE MEDIA

3rd Eye Media may suspend or terminate service for nonpayment, fraud, unsafe conduct, requests for illegal activity, harassment or abusive behavior, repeated failure to provide required access, or another material breach. Amounts properly owed through termination remain due. When reasonable, the Company may provide an opportunity to cure a breach before termination.

29 / FORCE MAJEURE

Neither party is in breach for delays caused by circumstances reasonably outside its control, including hurricanes, severe weather, natural disasters, emergency conditions, government restrictions, airspace restrictions, utility outages, transportation disruptions, illness, equipment failure despite reasonable maintenance, or comparable events. The affected party will make reasonable efforts to resume performance when conditions permit.

30 / LIMITATION OF LIABILITY

To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, punitive, or consequential damages arising from this Agreement. Except for liabilities that cannot legally be limited, 3rd Eye Media LLC's aggregate liability relating to services under this Agreement will not exceed the amount paid by Client for the three-month period immediately preceding the event giving rise to the claim.

31 / INDEPENDENT CONTRACTOR

3rd Eye Media LLC is an independent contractor and not an employee, partner, joint venturer, or agent of Client. This Agreement is non-exclusive unless the parties expressly agree otherwise in writing.

32 / GOVERNING LAW AND DISPUTES

This Agreement is governed by the laws of the State of Florida. Before filing a lawsuit, the parties agree to make a good-faith effort to resolve disputes through direct discussion. Either party may request mediation. Nothing prevents a party from pursuing emergency relief, collections, small-claims remedies, or other rights available by law.

33 / ENTIRE AGREEMENT; ELECTRONIC SIGNATURES

This Agreement, together with any written addendum or approved change, is the complete agreement concerning the Business Growth Content Retainer Package and replaces inconsistent prior discussions concerning the same services. Changes must be agreed in writing. Electronic signatures, digital signatures, and electronically accepted copies may be treated as originals to the extent permitted by applicable law.

COMPLETE / SAVE / EMAIL

Acceptance & signatures

Review the completed fields and the full Agreement before signing. Fields marked with an asterisk are intended to be completed before execution.

CLIENT ACCEPTANCE

Client / business name *

Printed name *

Title

Signature date

Client electronic signature - type full legal name *

3RD EYE MEDIA LLC

Authorized representative

Michael D'Amico

Signature date

Company electronic signature - type full legal name

Special terms / approved additional notes

Acknowledgment

☐ Client confirms receipt of a copy of this completed Agreement.

Save and reopen your completed PDF to confirm your entries. Email it as an attachment to Mike@3rdEyeMediaFL.com and keep a copy for your records.

For recurring card or ACH payments, collect sensitive payment details through Stripe or another secure payment processor rather than writing account numbers into this document.

Business agreement template. Consider review by Florida counsel before standard use.