3RD EYE MEDIA LLC
Where Imagination Meets Vision.

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CONSTRUCTION / PROJECT DOCUMENTATION

ProjectWatch Service Agreement

Recurring aerial and ground-level visual documentation.

This Service Agreement is between 3rd Eye Media LLC (Provider), represented by Michael D'Amico, and the client identified below. The selected package, this Agreement, and any signed change order together define the services.

PARTIES & PROJECT

Effective date

Agreement number

Client legal name

Project name

Client contact

Title

Email

Phone

Billing address

Project address

PACKAGE SELECTION

Select one package

- [ ] ProjectWatch: $750/month - 3-month agreement / 2 visits per month
- [ ] ProjectWatch: $850/month - month-to-month / 2 visits per month
- [ ] ProjectWatch Pro: $1,500/month / 4 visits per month

ProjectWatch Pro term (months)

ProjectWatch Pro agreement and month-to-month options are confirmed with the quote. Custom changes are entered in the billing section.

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SCOPE / VISIT FREQUENCY

Your project coverage

PROJECTWATCH / 2 VISITS PER MONTH

- 2 scheduled site visits per month.
- Aerial and ground-level progress photography.
- Progress video coverage.
- Matching viewpoints for visual comparisons.
- Organized, dated project folders.
- Selected photos suitable for project marketing.

PROJECTWATCH PRO / 4 VISITS PER MONTH

- 4 scheduled site visits per month.
- ProjectWatch photography and video coverage.
- Recurring aerial and ground-level views.
- Visual comparisons across project stages.
- Organized, dated folders for project updates.
- Finished-project content discussed within the agreed scope.

AGREED PROJECT DETAILS

Visit duration, photo and video quantities, delivery timing, and coverage locations are confirmed below. Accelerated documentation or specific repeatable views can be quoted separately.

Visit duration

Photo quantities / viewpoints

Video quantities / lengths / formats

Delivery timing / revision rounds

Coverage locations

COORDINATION / CLIENT RESPONSIBILITIES

Scheduling & site access

SCHEDULING

The parties will coordinate visit dates and approximate arrival windows. The client will provide reasonable notice of milestones the client wants documented. Unused visits expire at the end of the billing month and do not roll over unless Provider agrees otherwise in writing. A visit is considered used after Provider arrives at the project site ready to perform services, unless the inability to work was caused solely by Provider. Client-requested rescheduling with less than 24 hours notice may be treated as a used visit or billed separately.

WEATHER AIRSPACE AND SAFETY

All drone operations remain subject to Federal Aviation Administration rules, airspace authorization, weather, visibility, temporary flight restrictions, people and vehicle exposure, site hazards, equipment condition, and the remote pilot in command's final safety decision. Provider may delay, modify, or cancel an aerial operation without breach when Provider determines that flight is unsafe or unlawful. Provider will use reasonable efforts to reschedule affected aerial work.

CLIENT RESPONSIBILITIES

- Obtain and maintain permission for Provider to enter, photograph, and operate from the project site.
- Identify the authorized site contact, required check-in procedures, personal protective equipment rules, restricted areas, and known hazards before each visit.
- Coordinate access and notify contractors, occupants, security personnel, and other necessary parties.
- Provide accurate project boundaries, priority areas, milestones, logos, and instructions. Any boundary shown is client-supplied or approximate unless prepared by an appropriately licensed professional.
- Keep people, vehicles, and equipment clear when reasonably requested for safe operations.

DELIVERABLE NOTES

Final image count, viewpoints, and video length may vary with site size, visible progress, access, weather, airspace, safety, and the selected package. Raw or unedited files, project files, specialized inspections, surveying, thermal imaging, engineering analysis, and professional condition opinions are excluded unless stated in a signed change order. Provider documents visible site conditions and progress. Provider does not certify construction quality, code compliance, completion percentages, quantities, boundaries, safety compliance, workmanship, structural condition, or legal compliance.

SITE CONTACT

Name

Phone

Email

PAYMENT / AGREEMENT TERMS

Fees, term & changes

FEES AND PAYMENT

The client will pay the monthly fee for the selected package. The first payment is due on the Effective Date unless the invoice states otherwise. Later payments are due on the same calendar day each month. Work may be paused while an invoice is overdue. Applicable taxes, approved travel charges, permit or access fees, and third-party costs are additional. Additional visits, locations, extended time on site, rush delivery, extensive editing, specialty mapping, or work outside the selected package requires written approval and may be quoted separately.

AGREEMENT TERM

For the three-month ProjectWatch option, the initial term is three consecutive billing months and the client is responsible for all three monthly payments. The agreement ends after the initial term unless both parties agree in writing to continue. For a month-to-month selection, either party may end future service by giving 30 days written notice. The ProjectWatch Pro term is the term entered on Page 1; if left blank, it is month-to-month.

CANCELLATION AND EARLY TERMINATION

The client may cancel or reschedule a particular visit subject to the Scheduling section. Either party may terminate immediately for a material breach that remains uncured for seven days after written notice, or immediately for unlawful conduct, unsafe conditions, threats, nonpayment, or denial of required access. Amounts earned or incurred through termination remain due. If the client ends a discounted three-month commitment early for convenience, the unpaid monthly fees through the end of the initial term remain due, less costs Provider reasonably avoids because of the cancellation, to the extent permitted by law.

CHANGES

Changes to scope, price, timing, location, deliverables, or usage rights must be documented in a written change order or other written communication accepted by both parties. A message or email may satisfy this requirement when it clearly identifies the approved change and price.

Custom pricing or changes must be written below and accepted by both parties.

Custom terms

Approved billing notes

OWNERSHIP / CLIENT USE

Media rights & delivery

OWNERSHIP AND CLIENT LICENSE

Provider retains copyright and ownership of the photographs, video, graphics, edits, and project files it creates. After full payment, Provider grants the client a nonexclusive, nontransferable license to use the delivered media for the client's internal records, project updates, proposals, website, social media, advertising, and marketing connected with the documented project or the client's business. The client may provide delivered media to project owners, contractors, consultants, insurers, lenders, or public agencies for project-related communication and records. The client may not sell, sublicense, materially alter, remove watermarks from, or represent the media as a certified survey, inspection, engineering product, or professional opinion without Provider's written permission and any required licensed professional involvement.

PORTFOLIO PERMISSION

Select one. If neither option is selected, Provider will not publicly use identifiable project media until written permission is obtained.

Portfolio selection

- ☐ Client permits selected media in Provider portfolios, website, social media, and advertising.
- ☐ Client does not permit public portfolio or promotional use of identifiable project media.

DELIVERY AND RETENTION

Provider will deliver media through an online folder or another agreed method. The client is responsible for downloading and maintaining its own long-term copies. Provider will use reasonable care in handling files but does not guarantee permanent storage. Unless otherwise stated below, Provider may remove files from active storage 12 months after delivery.

Different retention period or confidentiality terms

CLIENT MATERIALS

The client represents that it has permission to provide all logos, plans, maps, music, copy, and other materials supplied to Provider and authorizes their use for the services. The client is responsible for claims arising from client-supplied materials or instructions.

SERVICE LIMITATIONS / GENERAL TERMS

Risk & general terms

STANDARD OF CARE AND LIMITATIONS

Provider will perform the services with reasonable professional care consistent with commercial media and drone-documentation practices. The services are observational media services, not continuous monitoring. Conditions may change between visits, and not every condition will be visible or captured. To the fullest extent permitted by law, neither party is liable to the other for indirect, incidental, special, exemplary, or consequential damages, including lost profits or delay damages. Provider's total liability arising from this Agreement will not exceed the fees paid by the client under this Agreement during the three months immediately preceding the event giving rise to the claim. This limitation does not apply where prohibited by law or to fraud, willful misconduct, or liabilities that cannot lawfully be limited.

INDEMNITY

Each party will be responsible for claims, damage, or loss caused by its own negligence, willful misconduct, or breach of this Agreement. The client will defend and indemnify Provider from third-party claims arising from the client's lack of site permission, unsafe site conditions under the client's control, client-supplied materials, or client instructions, except to the extent caused by Provider.

FORCE MAJEURE

Neither party is responsible for delay or failure caused by circumstances beyond reasonable control, including severe weather, disaster, fire, utility or network outage, governmental restriction, airspace closure, equipment grounding, labor disruption, or site shutdown. Deadlines will be extended for the reasonable duration of the event.

GOVERNING LAW AND DISPUTES

Florida law governs this Agreement, without regard to conflict-of-law rules. Before filing a lawsuit, the parties will first attempt in good faith to resolve a dispute through direct discussion. Venue for any court proceeding will lie in the Florida county where Provider maintains its principal place of business, unless applicable law requires otherwise.

GENERAL TERMS

This Agreement and accepted change orders are the entire agreement concerning these services and replace prior discussions about the same subject. A waiver must be in writing and applies only to the stated instance. If a provision is unenforceable, the remainder stays effective. Neither party may assign this Agreement without the other party's written consent, except to a successor that acquires substantially all related business assets. Notices may be delivered by email to the addresses listed in this Agreement.

COMPLETE / SAVE / EMAIL

Acceptance & signatures

ELECTRONIC SIGNATURES

The parties consent to electronic records and electronic signatures and agree that an electronic signature has the same force and effect as a handwritten signature. Each signer confirms that the signer is authorized to bind the identified party and has reviewed the complete Agreement before signing.

CLIENT ACCEPTANCE

Printed name

Title

Electronic signature - type full legal name

Date

Client electronic signature consent

☐ I adopt the typed name above as my electronic signature and agree to be bound by this Agreement.

PROVIDER ACCEPTANCE

Michael D'Amico / Owner, 3rd Eye Media LLC

Electronic signature - type full legal name

Date

Provider electronic signature consent

☐ I adopt the typed name above as my electronic signature and agree to be bound by this Agreement.

OPTIONAL PURCHASE ORDER & NOTES

PO number

Client reference

Final notes

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.

Business form notice: This template is intended for routine 3rd Eye Media service engagements and is not legal advice. Consider Florida counsel review before relying on it for unusual risks, major projects, public-sector work, or negotiated liability terms.