



aLaPony LLC

*Photography & Videography
Preserve The Moment*



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TERMS AND CONDITIONS

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AGREEMENT TO TERMS These Terms and Conditions constitute a legally binding agreement made between you (“Client,” “Contractor,” or “Customer”) and aLaPony LLC (“aLaPony LLC,” “we,” “us,” or “our”), concerning commercial site documentation, construction visual intelligence, aerial visual data collection, terrestrial photography/videography, 3D modeling/photogrammetry, media production, and legacy media preservation services (“Services”). By executing a Proposal, issuing a Purchase Order/Subcontract, or engaging aLaPony LLC, you agree that you have read, understood, and agreed to be bound by all these Terms and Conditions.

2. SERVICES AND PROPOSALS aLaPony LLC provides professional commercial construction visual documentation, FAA Part 107 certified aerial drone operations, terrestrial site photography/videography, 3D spatial modeling/orthomosaic mapping, video editing, and digital media preservation.

- **Scope of Work:** Specific project deliverables, technical specifications, flight parameters, site visit frequencies, timelines, and fees will be itemized in a separate Proposal, Statement of Work (SOW), or Subcontract Agreement. Unless otherwise stated in writing, written Proposals are valid for thirty (30) days from the date of issue.
- **Creative & Technical Processing Tools:** Workflows and processing platforms may include Adobe Creative Cloud (Premiere Pro, After Effects, Photoshop, Audition), 3D spatial/photogrammetry reconstruction platforms (WebODM, RealityScan), GIS mapping engines, and commercial flight control software.
- **Stock Media Assets:** For executive milestone reels, marketing overviews, or media edits, stock music and visual assets are sourced from professional licensing libraries (e.g., Adobe Stock, Musicbed). Premium tiers or specialized third-party licenses requested by the Client may adjust the final proposed fee.
- **Content & Site Restrictions:** We reserve the right to decline or suspend operations involving unlawful conditions, hazardous environments violating safety standards, or infringing materials.

3. REGULATORY COMPLIANCE, AVIATION SAFETY & SITE PROTOCOLS

- **FAA Part 107 Operations:** All aerial operations are conducted strictly within the bounds of FAA Title 14 CFR Part 107 regulations, local airspace authorizations, and Low Altitude Authorization and Notification Capability (LAANC) parameters. aLaPony LLC holds sole authority to evaluate airspace, temporary flight restrictions (TFRs), and operational hazards.
- **Weather & Environmental Postponements:** Flight missions are contingent upon prevailing weather (wind thresholds, precipitation, cloud ceilings, visibility). aLaPony LLC reserves the right to postpone, alter flight paths, or reschedule visits to guarantee flight safety and regulatory compliance without penalty or breach of contract.

- **Jobsite Safety & PPE:** aLaPony LLC personnel adhere to commercial jobsite safety protocols. Field personnel will arrive equipped with required standard Personal Protective Equipment (hard hat, high-visibility vest, eye protection, protective footwear) and will coordinate check-in with the designated Site Superintendent or project authority prior to launching flight operations or entering active work zones.
- **Site Access & Clearances:** The Client is solely responsible for informing its workers of aerial activities, granting, arranging, or facilitating uninterrupted, authorized physical access to the project site, easements, adjacent target perimeters, and secure take-off/landing zones. Delays or aborted mobilizations resulting from locked gates, denied site access, or active site safety stoppages outside our control are billable at the agreed mobilization rate.

4. NON-SURVEY AND ENGINEERING DISCLAIMER

- **Visual Reality Capture Only:** Deliverables—including nadir orthomosaic site maps, 2D stitched aerial maps, 3D point clouds/meshes, cardinal oblique photos, and elevation profile visualizations—are generated solely for photographic site intelligence, construction progress tracking, visual asset verification, and general situational awareness.
- **Not a Legal Boundary or Land Survey:** Services and associated CAD/GIS/GeoTIFF exports do **not** constitute a legal land survey, boundary survey, or certified geodetic measurement under Ohio Revised Code or other state statutes. Deliverables must not be relied upon as legal boundary markers, certified engineering designs, or official stamped plats. aLaPony LLC assumes no liability for engineering layout errors, property line disputes, or earthwork volume variances derived from third-party reliance on ungrounded orthomosaic overlays.

5. CLIENT-PROVIDED ASSETS & LEGACY MEDIA

- **Ownership & Rights:** The Client warrants that they possess full legal title, license, or explicit consent for all designs, site drawings, architectural files, brand logos, audio tracks, and reference imagery submitted to aLaPony LLC. The Client agrees to indemnify and hold harmless aLaPony LLC against any third-party claims, liabilities, or copyright disputes resulting from materials furnished by the Client.
- **Legacy Media Preservation:** For digitization or restoration projects involving vintage physical media (magnetic tape, prints, slides, 8mm/16mm film), the Client acknowledges that aged media carries inherent risks of prior deterioration, embrittlement, or spontaneous mechanical failure. While aLaPony LLC handles all media with professional care, we assume no liability for degradation or failure resulting from the pre-existing physical condition of vintage media.

6. PAYMENT TERMS, MOBILIZATION & CANCELLATION

- **Billing Schedules:** Billing terms are set forth in the Proposal or Subcontract. Standard construction visual documentation accounts are invoiced on a per-mobilization or monthly progress retainer basis with **Net 30** payment terms from the electronic delivery of milestone assets, or coordinated through standard contractor pay applications (e.g., AIA Document G702/G703). For standalone creative or fixed-price consumer projects,

milestone payment structures (Deposit, Review Preview, Final Balance) apply prior to unwatermarked delivery.

- **Sales Tax Treatment:** Tangible physical deliverables (such as field office print binders, framed presentation prints, or laminated site overview sheets) are subject to applicable Ohio state and county sales taxes. Professional data collection and digital mapping services delivered electronically remain non-taxable professional services where recognized by Ohio tax law. Under turnkey or package pricing containing both digital services and hardcopy prints, sales tax applies strictly to the tangible print component.
- **Mobilization & Cancellation Policy:** Once mobilization has occurred, flight equipment has launched, or digital processing/computing workflows have started, all related fees for that scheduled event or milestone are earned in full and non-refundable. Mobilizations canceled by the Client with less than twenty-four (24) hours' notice are subject to a cancellation or remobilization charge equal to 50% of the scheduled mobilization fee.

7. DELIVERY, STORAGE, AND DATA RETENTION

- **Digital Deliverables:** Digital imagery, 4K executive video reels, GeoTIFF orthomosaic files, and data logs are delivered electronically via a secured cloud link or shared project folder within 24 to 48 hours following site demobilization.
- **Server Retention & Archival Policy:** Master project working files, raw flight telemetry, full-resolution camera originals (RAW/DNG), and processed orthomosaic map layers are retained on active cloud/server storage for **thirty (30) calendar days** following final project completion or contract termination. Following this period, uncontracted raw project archives may be retired or permanently purged unless long-term cloud archiving is contracted under a separate retainer.
- **Physical Prints & Tangible Goods:** For physical deliveries (e.g., laminated superintendent sheets, archival prints), standard shipping or scheduled local drop-offs are coordinated per proposal terms. aLaPony LLC is not liable for carrier transit delays, damage, or losses occurring once packages are transferred to third-party shipping carriers.

8. INTELLECTUAL PROPERTY & USAGE RIGHTS

- **Client License:** Upon settlement of all fees and final invoice balances, aLaPony LLC grants the Client an irrevocable, perpetual, royalty-free, non-exclusive license to use, display, reproduce, distribute, and overlay all delivered final visual deliverables, videos, maps, and photo logs for project management, owner presentations, site intelligence, legal defense, and corporate marketing.
- **Proprietary Retentions:** aLaPony LLC retains ownership of all unedited raw drone telemetry files, preliminary flight routes, proprietary photogrammetry processing algorithms, templates, and raw master files.
- **Portfolio & Marketing Excerpts:** aLaPony LLC reserves the right to include non-confidential video excerpts, still captures, orthomosaic screen captures, and general project overviews in its promotional reels, marketing materials, and professional portfolio. The Client may request in writing that specific proprietary or security-sensitive operational sites remain strictly confidential.

9. INSURANCE AND RISK ALLOCATION

- **Commercial UAS Liability:** aLaPony LLC maintains dedicated commercial Unmanned Aerial Systems (UAS) and commercial general liability insurance with a single occurrence limit of **\$1,000,000**, providing coverage for property damage and bodily injury arising directly from flight operations.
- **Certificates of Insurance (COI):** Upon execution of an agreement and prior to site mobilization, a project-specific Certificate of Insurance naming the Client, General Contractor, and/or Owner as **Additional Insureds** will be provided upon request.

10. PROJECT PAUSE AND INACTIVITY Timely submittal of site milestones, access schedules, design overlays, or review feedback is critical to maintaining field operations. If a project requires active Client response or site access coordination and the Client fails to communicate or provide access for more than fourteen (14) consecutive calendar days, the engagement will be placed on "On Hold" status. A \$110 administrative reactivation fee may be assessed to re-align aircrew scheduling, update LAANC flight authorizations, and resume field operations.

11. LIMITATIONS OF LIABILITY Services are provided on an "as-is" and "as-available" basis. In no event shall aLaPony LLC, its officers, pilots, or agents be liable to the Client or any third party for indirect, incidental, punitive, or consequential damages—including jobsite delays, liquidating damages, subcontractor downtime, schedule slippage, loss of business data, or structural variances—arising from the delivery, delay, or use of visual site data. To the maximum extent permitted by applicable law, aLaPony LLC's total cumulative liability for any and all claims under a project engagement shall not exceed the total fees paid by the Client to aLaPony LLC for that specific contract or mobilization.

12. GOVERNING LAW AND DISPUTE RESOLUTION These Terms and Conditions and any associated contracts shall be governed by, construed, and enforced in accordance with the laws of the **State of Ohio**, without regard to conflict of law principles. Any legal controversy, dispute, or claim arising out of or relating to this agreement shall be initiated and resolved exclusively in the state or federal courts situated in **Lorain County, Ohio**.

13. CONTACT INFORMATION

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