

Drone Rental Equipment Lease Agreement

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- This Lease agreement between Lessor (I NEED DRONE) and Lessee (current customer) shall be in force as soon as the Lessee confirms the order and makes payment.
- A €590 deposit for the Phantom 2 Vision+ Plus, and Phantom 3 drones and €1490 for the Inspire 1 are required in case major repairs are needed or parts are damaged/missing following return of the drone.
- If the drone is not returned or is damaged beyond repair, customer will be billed €1000 for the Phantom 2 Vision and €1300 for the Phantom 2 Vision+ Plus and €1400 for the Phantom 3 and €3000 for the Inspire 1 as a replacement cost.
- Lessor reserves the right to require a full deposit (€1000 for Phantom 2 Vision, €1300 for Phantom 2 Vision Plus, and €1400 for the Phantom 3 and €3000 for the Inspire 1) at Lessor's discretion.
- Lessee agrees to notify I NEED DRONE of any damage to equipment during shipping within 3 hours of receiving said equipment, if notice is not received within 3 hours then it is assumed the equipment was received in working order.
- Lessee shall return ship the equipment in the same fashion and packaging method as it was received and shall use the return shipping label provided. Lessee shall be responsible for missing packaging and equipment damage or loss incurred due to improper packaging for return shipping. Unless prior arrangement is made with Lessor in writing, if another shipping method or address is used besides the shipping label provided by Lessor then, at Lessor's discretion, the Lessee shall be responsible for the cost of the return shipment, lost revenue charges, and shipment to the destination desired by the Lessor.
- Lessee is notified not to fly the drone in rain or allow it to get wet as this may cause damage for which Lessee will be liable.
- Rental period starts the day the drone is picked up or delivered via shipping. The drone shall be returned or shipped back on or before the business day of the last day of the rental period. Business day shall be defined as Monday through Friday. Lessee is advised that some shipping locations require that the package be dropped off before 3:00PM or earlier in order for the package to leave with that day's mail. After rental period is over, late fees will accrue in the amount of the daily rental rate for the equipment. Optionally, the Lessee may purchase extra rental days and keep the drone for longer periods as long as approval from Lessor is obtained. A rental more than 7 days late (without prior arrangement via the "Contact Us" page) will be billed the entire replacement cost.
- As soon as the drone rental equipment is reported "delivered" by the mail carrier (B-POST, DHL, TNT, or other) the ownership and responsibility of the equipment shall be considered transferred to Lessee. Lessee shall be held responsible for any damage, loss or theft of the drone rental equipment. Lessee is advised to monitor the package shipment and assure that someone is available to promptly retrieve the drone rental package from its delivered location to prevent theft or damage from the elements.
- Optional Equipment Protection Plan (EPP)–Available optionally per rental. If purchased, the EPP shall cover damage to blades, battery, wifi extender, landing gear, remote, or battery charger. Only two batteries per drone rental are covered. For the Phantom 3, only one battery per drone rental is covered. Any additional batteries rented above these numbers are not covered under the EPP. Damaged Equipment (including rotor blades) must be returned. Lost or missing equipment is NOT covered under the EPP. Damage due to water, sand, or other contaminants, or negligence is NOT

covered. Before the equipment is shipped back, Lessee shall notify Lessor of any damage incurred and provide photo evidence if possible. Otherwise any damage noted upon return of the equipment will be assumed to be the liability of Lessee.

- Lessee shall pay any fees for damages assessed within 10 days of receipt of an invoice for said damages. Payment is due in full after 10 days after receipt of invoice, afterwards a 1% per day late fee will be applied to the outstanding balance.
- Lessee shall be liable for all damage to equipment not covered in the EPP (EPP insurance purchase is optional on the part of Lessee). Any part not mentioned in the EPP insurance is NOT covered. Lessor may charge a fair market labor rate for any repairs needed as well as charges for lost revenue while the equipment is being serviced.
- The following costs apply to the Phantom 2 Vision Plus and Phantom 3 drones. Inspire 1 and other parts are billed at market plus markup.
- Replacement blades cost €10 per blade
- Replacement battery is €150
- Replacement camera for the Phantom 2 Vision is €550
- Replacement camera and gimbal for Phantom 2 Vision+ Plus and Phantom 3 drone is €700
- Replacement remote is €200 minimum charge
- Replacement Motor is €40
- Replacement Body Cover is €100
- Lost wrench or screwdriver €10
- Replacement wifi extender is €150
- Replacement landing gear is €35
- Replacement SD card or adapter €30
- Replacement battery charger €50
- Replacement package carton €39
- Replacement manual or quickstart guide €20
- Replacement USB to micro USB cable €20
- Replacement Cable Set is €25
- Replacement gimbal clamp or lens cap is €20
- Replacement backpack is €200
- Replacement Sunshade is €30
- Lessor may charge a €50 fee for any gimbal clamp or lens cap that is not firmly in place on the camera gimbal for return shipping, due to wear and tear that this may cause to the gimbal/camera.
- Any pictures or video footage or other file left on the micro SD card shall become property of I NEED DRONE to use as Lessor sees fit, including for promotional or advertising purposes.
- Lessor (I NEED DRONE), it's owner, or it's affiliates are not responsible or liable for any laws broken, fines or penalties incurred, accidents, damage to person or property, invasion of privacy, sabotage, or damage to the leased equipment whether unintentional or intentional by Lessee or any other mishap that may occur when Lessee is using the drone, including drone malfunction out of control of the user (Lessee). Lessee accepts full responsibility for damage to people or property including themselves and the leased equipment and for operating the drone in a safe manner.
- Lessor makes no representation as to the satisfactory operation of the leased equipment and will only process refunds at Lessor's discretion

- Lessee shall, prior to returning/shipping back the equipment, immediately notify Lessor of damage incurred to equipment or unsatisfactory equipment performance and provide a written statement of said damage or irregularity and the events and conditions during the time, including, but not limited to the conditions of flight, the wind and weather at the time, and any other pertinent information. If equipment is damaged and Lessee does not notify Lessor of damage and provide a written statement, Lessee shall pay a €60 fee to cover shipping costs to Lessor's repair location of choice. Lessee shall, at Lessor's request, immediately return the leased drone equipment upon noticing such damage or irregularity. Lessor shall not be obligated to provide any refund or compensation should said damage and return occur before the drone rental period expires.
- Lessee shall be charged, at Lessor discretion, a lost revenue fee equal to the daily rental rate of the equipment rented for the amount of days for which the equipment is out of service for repair.
- Lessor will attempt to process orders in a timely manner, but no representation or assurance of delivery is made for any specific date. Lessor shall not be obligated to credit to the Lessee any sum of money due to equipment not arriving at the time desired by the Lessee. Lessee is advised to make orders in advance of desired time and take holidays and non-business days into account for shipping transit times. UPS ground shipping does not move on Saturdays and Sundays. Typical shipping will be completed in 2-5 business days, but no guarantees are made.
- Lessor may at its discretion modify these terms and conditions of Lease and Lessee will be responsible for the new terms.
- Any information provided by Blue Skies Rental, its owner, or affiliates on its website or via email or any other means of communication should be considered as "information only", Lessee is responsible for obtaining the correct information on drone operation, care, and control, and laws applicable to drone operation where the Lessee lives. This rental agreement shall take precedence should there be a conflict between this rental agreement and any other communication.
- Lessor reserves the right to refuse service to anyone. Lessor also reserves the right to perform background and credit checks on potential Lessees, at Lessor discretion.
- Lessee acknowledges that the drone is not a toy and has fast spinning rotors, is a heavy flying object, and can be dangerous.
- Lessee is encouraged to learn all federal, state, and local laws that may be applicable to drone usage.
- Lessee acknowledges being 18 years of age or older.
- Lessee shall not alter or attempt to repair any of the drone rental equipment.
- Lessee shall return the leased equipment in a timely fashion in accordance with the terms of this lease with all equipment accounted for and in good working condition, normal wear and tear excepted.
- Reservation cancellation policy: Lessee shall be entitled to a full refund if reservation is canceled at least 60 days before equipment lease start date. Lessee shall be entitled to a 50% refund of the equipment lease rate (1 day, 3 day, or 7 day, whichever was chosen originally by Lessee) if reservation is canceled at least 30 days before equipment lease start date. Lessee shall be entitled to a 25% refund of the equipment lease rate (1 day, 3 day, or 7 day, whichever was chosen originally by Lessee) if reservation is canceled at least 7 days before equipment lease start date. Equipment rental rate is non-refundable if cancellation occurs within 7 days before the equipment lease start date. Equipment Protection Plan fee and refundable deposit are always fully refundable provided the equipment has not yet been shipped to the Lessee.

- This Agreement is entered into in Snohomish County, State of Washington and the venue for any dispute hereunder shall lie in Snohomish County Superior Court. The parties (Lessor & Lessee) agree that this agreement shall be construed pursuant to the laws of the State of Washington.
- Warnings: LiPo (Lithium Polymer) batteries can be a dangerous fire hazard. Lessee is advised to read the information contained in the manuals and on the internet on safe charging, handling, and storage information. At a minimum Lessee should charge LiPo batteries while attended on a fireproof surface. Lessor shall not be held liable for any accident, incident, or mishap resulting from the storage, use, or charging of LiPo batteries.
- Lessee is hereby notified of the following required operating practices:
 - Do not fly out of line of sight
 - Do not fly at night
 - Do not fly over 400 m above ground level
 - Do not fly within a 5 mi radius of airport without ATC approval
 - Do not fly near manned aircraft or any other unmanned aircraft. Unmanned aircraft must yield the right of way to manned aircraft
 - Do not fly in areas of magnetic or electromagnetic interference or disturbance
 - Do not start a flight on a metal surface such as a sewer cover or metal truck bed
 - Do not stand directly under the drone
 - Do not fly over others
 - Do not fly close to radio, cell, or microwave towers that could interfere with the drone
 - Do not fly drone when it is below 30% battery
 - Do not fly in high winds
 - Do not fly in the rain or other inclement weather
 - Do not land in wet grass or mud
 - Do not fly indoors
 - Do not fly on cold soaked batteries (equipment left in the cold will not function properly)
 - Always give right of way to manned aircraft
 - Always read and follow the Quick Start guide exactly before every flight
 - Always practice and learn to fly in an open area grass field away from people, buildings, and trees.
 - Always scout out your flight area before you actually start the drone. Take note of tree limbs, buildings, people, other obstacles and uneven terrain that may be near your flight path.
 - Always place black rotors on the 2 black posts and the silver rotors on the silver posts. **NOTE THAT THAT THE BLACK ROTORS ARE SCREW ON COUNTER CLOCKWISE.**
 - Always fly in an open area over soft ground until you are comfortable with the control and operation of the drone
 - Always assure battery is firmly locked in place securely before flying
 - Always calibrate compass correctly (will not work in doors) before every flight
 - Always assure both S1 and S2 switches are up in flight (Vision and Vision Plus models)
 - Always assure a full charge on batteries, wifi extender, and remote before flight
 - Always land the drone immediately if any abnormal operation is noticed or an error message comes up on the FPV screen.
 - Remember that a drone flying up to 30+ mph has a lot of inertia and the forward movement of the drone will continue for some distance even after you have rotated the drone. Plan ahead for obstacle avoidance.

- **Consider doing an IMU, gimbal, and remote calibration if the drone seems to not be responding appropriately.**

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