Aerial Action

Estate Agent Partner Agreement

Property Fly-Through Deal (No Sale, No Fee)

This agreement is between Aerial Action, a trading name of JDA Digital Ltd, registered in England and Wales, company number 15670661 ("Aerial Action", "we", "us") and the estate agent named below ("the Agent", "you").

This partner offer is open to local estate agents in the Matlock area.

It sets out how we film properties for you at our partner rate, and what happens if the agreement ends early. Please read it carefully before signing.

1. Agent details

Agency name	
Branch	
Contact name	
Position	
Email	
Telephone	
Start date	
Commitment period (months)	

2. What this agreement covers

2.1 We will film action drone fly-throughs of properties you are marketing for sale, at the partner rate in clause 5.

2.2 Each finished film is 60 to 90 seconds long, with a quick edit and soundtrack.

2.3 You agree to put forward a minimum of five properties for filming within the commitment period shown in clause 1 ("the Minimum Commitment").

3. Choosing properties

3.1 For each property, you send us the listing, photographs or floorplan.

3.2 We decide whether a property is suitable for a fly-through. We may decline any property.

3.3 A property we decline does not count towards the Minimum Commitment.

3.4 Before filming, we will confirm in writing (email is fine) that the property has been accepted, the fee and any mileage charge.

4. Your responsibilities

4.1 You will get the vendor's permission for us to film inside and outside the property, and arrange access on the agreed date.

4.2 You will make sure the property is ready to film when we arrive.

SAMPLE

4.3 You will tell us promptly when a property goes under offer, when a sale falls through and when a sale completes.

5. Fees

5.1 Partner rate: £150 per property.

5.2 No upfront cost: we film and edit the fly-through upfront, and there is nothing to pay before filming.

5.3 If the property goes under offer within 20 weeks of the finished film going live, the fee is payable. If it does not, there is nothing to pay.

5.4 If an offer is accepted but the sale later falls through, 50% of the fee is payable. If the sale completes, the full fee is payable.

5.5 The partner rate covers properties within around 30 minutes' drive of Matlock. For properties further away, a mileage charge of £25 per property is added.

5.6 Properties filmed outside this agreement are charged at our standard property fly-through rate, from £595.

5.7 We will invoice you when a fee becomes payable. Invoices must be paid within _____ days.

6. Ending this agreement early

6.1 If you end this agreement, or do not put forward the Minimum Commitment within the commitment period, our usual costs apply. This means every property already filmed under this agreement is charged at our standard property fly-through rate, whether or not it has gone under offer. Any fees you have already paid for those properties will be deducted.

6.2 Clause 6.1 does not apply if you end this agreement for a good reason. A good reason means that we have seriously failed to provide the service in this agreement and have not put it right within 14 days of you telling us in writing, or that we have stopped trading.

6.3 We may, at our own discretion, waive our usual costs and charge only £150 per film instead, for example where we were at fault. Any waiver must be confirmed by us in writing.

6.4 To end this agreement, either party must tell the other in writing (email is fine).

7. Use of the films

7.1 We own the copyright in all footage and films.

7.2 You may use each finished film to market that property on your website, property portals and social media while the property is being marketed.

7.3 We may use footage in our own marketing. When we do, we will not show the property address, and we will state that the property is shown for demonstration purposes only and is not for sale.

8. Safety and weather

8.1 We fly in line with Civil Aviation Authority rules and the conditions of our insurance.

8.2 We may postpone filming if the weather or site conditions are not safe. We will rearrange at no extra cost.

9. Liability and insurance

9.1 We hold commercial drone insurance, including cover for indoor flying.

9.2 Our total liability for any property is limited to the fee for that property. This does not limit liability for death or personal injury caused by negligence, or anything else that cannot be limited by law.

SAMPLE

10. General

10.1 This agreement is the whole agreement between us about its subject. Any change must be agreed in writing.

10.2 This agreement is governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.

11. Signatures

For Aerial Action (JDA Digital Ltd)		**For the Agent**	
Name	_____	Name	_____
Signature	_____	Signature	_____
Date	_____	Date	_____

SAMPLE