

Drone Rental Equipment Lease Agreement

All rights reserved, ACE AVITIAON PTY LTD.

- This Lease agreement between Lessor (ACE AVITIAON PTY LTD.) and Lessee (current customer) shall be in force as soon as the Lessee confirms the order and makes payment.
- A deposit may be required of the Lessee by the Lessor. Said deposit will be held by Lessor until the leased equipment is returned to the Lessor by the Lessee in good condition. The deposit may be used to cover damages to the equipment incurred during the Lessee rental period.
- If the leased equipment is not returned or is damaged beyond repair, customer will be billed full retail value of the equipment. Not payment will result in legal action being taken.
- Lessee agrees to notify Ace Aviation 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 4:00PM 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, the responsibility for 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.
- Lessee shall notify Lessor and send pictures of any pre-existing damage noted within 3 hours of receiving the drone equipment. Any damage not noted by Lessee as stated, shall be assumed to be caused by the Lessee.
- Lessee shall notify Lessor beforehand of any international transportation or transportation by means of any commercial flight of the leased equipment.
- 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 4, 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.

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- 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 labour rate for any repairs needed as well as charges for lost revenue while the equipment is being serviced.
- Any damage to rented equipment will be billed at market value of parts and repair costs plus mark-up. Parts will be repaired or replaced at Lessor discretion.
- 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 Ace Aviation to use as Lessor sees fit, including for promotional or advertising purposes.
- Lessor (Ace Aviation), 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
- Lessor will not be liable to the Lessee for consequential damages resulting from any defect or deficiencies in accepted items.
- 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. Typical shipping will be completed in 2-7 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 unless Lessee terminates the Lease in response to Lessor's modification of the Lease.
- Any information provided by Ace Aviation, it's 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.

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- 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 cancelled at least 7 days before equipment lease start date. Lessee shall be entitled to at least a 50% refund of the equipment lease rate if reservation is cancelled at least 3 business days before equipment lease start date. Lessor may process other refunds at Lessor's discretion. Lessor may issue a "cancellation fee" to the Lessee at Lessor's discretion. Equipment rental rate is non-refundable if cancellation occurs within 3 business days before the equipment lease start date. Equipment Protection Plan fee is fully refundable provided the equipment has not yet been shipped to the Lessee.

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 ft 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 be ready to override any automatic flight mode such as return to home, activetrack, waypoints, etc.
- 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.

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A graphic element consisting of a black swoosh on the left and a yellow swoosh on the right, both curving upwards and meeting at a central vertical line.

- 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 a full charge on batteries, wifi extender, and remote control 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.

I acknowledge that this is a legally binding document and I hereby accept full responsibility of terms and conditions as stated above.

[Signature of Client]