



360 HD TOURS | GOOGLE STREET VIEW TRUSTED PRO SERVICE AGREEMENT

TERMS AND CONDITIONS

1. BACKGROUND.

This Agreement is between 360 HD Tours (the “Service Provider”) and the business whose premises are being photographed (the “Business”) for the Google Street View program.

2. GOOGLE STREET VIEW PRO.

360 HD Tours is an independent contractor and neither 360 HD Tours or any of its personnel are a Google employee or agent, but a Service Provider authorised under the Google Street View Trusted Pro Program to provide photography services to businesses that desire to participate in the Street View Program.

3. SERVICE FEE PAYMENT.

Service Provider and Business will agree on an amount for the Street View Pro services (“Service Fee”), and the Business will pay the Service Fee no later than 7 days after the Service Provider completes the Photographs (as defined in Section 4 below).

4. SERVICES AND OWNERSHIP OF PHOTOGRAPHS. IN EXCHANGE FOR THE SERVICE FEE:

- (a) Service Provider will take photographs of those portions of the exterior and interior of the Business premises designated by the Business as acceptable for photographing in connection with the Street View Pro Program (the “Photographs”);
- (b) Service Provider will use commercially reasonable efforts to ensure that the Photographs meet the Google Maps Image Acceptance & Privacy Policies specifications;
- (c) Service Provider hereby assigns (or will procure the assignment of) all ownership rights with the exception of copyright in the Photographs (including intellectual property rights) to Business;
- (d) To the extent permitted by law, Service Provider will obtain:
 - (i) waivers from all of Service Provider’s personnel in respect of any “moral rights” that such personnel may have in the Photographs, including any right of attribution; and
 - (ii) assignments by Service Provider’s personnel to the Business of all moral rights in the Photographs.
- (e) Service Provider will upload the Photographs to Google for processing and use in accordance with Section 5 below.

5. TERMS GOVERNING THE UPLOADING, PROCESSING, AND USE OF PHOTOGRAPHS.

- (a) Authorization to Upload Photographs to Google for Google’s Use. Business hereby authorizes Service Provider to upload the Photographs to Google on Business’ behalf.

6. LIMITED LICENSE TO SERVICE PROVIDER.

Business grants Service Provider a nonexclusive license to use a reasonable number of images created under this Agreement as “samples” or “portfolio copies” for Service Provider to archive examples of Service Provider’s work and to advertise or market Service Provider’s professional services.

7. TIME AND DATE OF SERVICES.

Upon signature, Service Provider will reserve the time and date agreed upon to provide the photographic services. All Service Fees are non-refundable except as described in Section 8 below, or unless Service Provider agrees in its sole discretion to permit a rescheduling of the services.

8. REFUNDS.

Service Provider will refund all prepaid Service Fees (if applicable) to the Business (but will have no further liability with respect to the Agreement) if Google rejects the Photographs for failure to meet the Street View Pro technical specifications and Service Provider does not correct the failure after re-photographing the Business at a mutually agreed upon time.

9. INSURANCE.

Service Provider will carry comprehensive general liability insurance coverage for Service Provider’s activities on the Business’ premises.

10. CONFIDENTIALITY.

This Agreement is confidential information. Business will not disclose or make this Agreement available to any third party except (a) Google; (b) as specifically authorized by Service Provider in writing; or (c) when compelled to do so by law if Business provides reasonable prior notice to Service Provider.

11. NO WARRANTIES.

IN CONNECTION WITH THIS AGREEMENT, SERVICE PROVIDER MAKES NO REPRESENTATIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PHOTOGRAPHIC SERVICES OR THE PHOTOGRAPHS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SERVICE PROVIDER MAKES NO REPRESENTATION OR WARRANTY THAT THE PHOTOGRAPHS WILL ULTIMATELY BE DISPLAYED BY GOOGLE.

12. LIMITATIONS ON LIABILITY.

(A) EXCEPT FOR BREACHES OF CONFIDENTIALITY, (I) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, AND (II) NEITHER PARTY’S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE AMOUNT OF THE SERVICE FEE.

13. ENTIRE AGREEMENT.

This Agreement incorporates the entire understanding of the parties relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

SERVICE PROVIDER

CLIENT

Name Adrian Booth | Proprietor
Business 360 HD Tours
Signature _____
Date _____

Name _____
Signature _____
Date _____
Business _____

Quotation Number _____

Quotation Value _____

Maximum number of 360 Viewpoints (Panoramas) included in Quotation _____

Optional Stills “Highlight” Package Yes _____ No _____