

SUBCONSULTANT AGREEMENT

ATTACHMENT “___” – UAS ADDENDUM

The following terms are applicable to SUBCONSULTANT SERVICES that require use of an unmanned aerial system (“UAS”), including an unmanned aerial vehicle (“UAV”)

1. **INSURANCE:** In addition to the insurance specified in the Subconsultant Agreement or other form of agreement between (your name) and SUBCONSULTANT (“Agreement”), SUBCONSULTANT shall carry aircraft liability insurance or an equivalent UAS insurance policy covering loss or damage to the UAS (hull coverage), and liability arising from property damage or bodily injury to third parties, with limits of liability of no less than \$___ Million per claim and in the aggregate. All other requirements applicable to SUBCONSULTANT’s general liability policies required in the Agreement shall apply equally to this policy.

2. **INDEMNITY:** In addition to the indemnity contained in the Agreement, SUBCONSULTANT shall, to the fullest extent permitted by law, indemnify, defend and hold (your name) (including their officers, directors and employees) thereof and the CLIENT (including their officers, directors and employees) thereof harmless from and against all claims, losses, damages, costs (including legal costs), actions and other proceedings made, sustained, brought or prosecuted in any manner (collectively “liability”) based upon, occasioned by or attributable to any personal injury, property damage, claim of trespass or invasion of privacy, violations of law, or regulatory fines levied, arising from operation of the UAS, excepting liability caused by the sole negligence of (your name) or the CLIENT.

3. **WARRANTY AND PERMITS:** SUBCONSULTANT warrants that it has obtained all permits or exemptions required by law to operate any UAS included in the SERVICES, and that its operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAV will be operated.

SUBCONSULTANT, prior to commencing any SERVICES under this Agreement which involve operation of a UAS, shall provide documentation to (your name) of legal operation of the UAS, including, to the extent applicable by law; a copy of the permit or exemption to operate the UAS(s); copy of operator licenses and certifications; and certificate(s) of authorization for required flight paths or special flight operating certificate (or related applicable government exemption for the foregoing).

The foregoing shall be in addition to all other terms and conditions of the Agreement.

Acknowledged by SUBCONSULTANT:

Signature: _____

Name and Title: _____

Date: _____