



BUSINESS & PERSONAL BRANDING

BOOKING AGREEMENT

Service Terms & Licensing

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Business & Personal Branding Booking Agreement

This Business & Personal Branding Booking Agreement (Agreement) is between Donald M. Barnes, doing business as Donald M. Barnes Photography (Photographer), and the client identified below (Client). It covers the photography services and final edited photographs described in the Booking Summary for the identified business or personal brand (Project). The Booking Summary, these terms, incorporated shot list or addenda, and written changes accepted by both parties together form the Agreement for this assignment.

By signing or accepting this Agreement electronically, the person acting for the Client represents that the information provided is accurate and that the person has authority to engage the Photographer and bind the Client to these terms.

Booking Summary

Agreement date and project reference	
Client legal name and billing address	
Business or personal brand and primary contact	
Billing email and phone	
Project objectives and incorporated shot list	
Session date start time and reserved appointment window	
Location addresses and access instructions	
Selected collection and base price	
Booked photography time	
Included finished images and file specifications	High-resolution and web-ready JPEGs unless specified otherwise
Locations wardrobe looks and planned logistics	
Participants formal portraits and group combinations	
Additional image bundles and services	

Production travel rentals and approved expenses	
Taxes and total quoted investment	
Retainer amount and payment deadline	
Balance amount and payment deadline	Before final download access or use unless written account terms apply
Additional time rate and billing increments	Must be agreed before additional time is provided
Selection method and proof deadline if applicable	Photographer selection unless proof selection is expressly agreed
Delivery estimate and accepted rush or launch deadline	
License scope paid media territory and term	Standard Section 8 scope unless expanded here
Portfolio permission embargo and consent requirements	Select: permitted after launch / written approval required / prohibited
Coordinator and authorized scope or fee approver	

If the Booking Summary conflicts with a later written change signed or electronically accepted by both parties, the later written change controls only for the item it addresses.

1 Payment

The Client is purchasing the Photographer's professional services and, after full payment, a limited license to use the final edited photographs under the licensing terms of this Agreement.

1.1 Fees and quoted scope

The Client will pay the collection price stated in the Booking Summary, applicable taxes, agreed travel and production charges, and approved expenses. The quote is based on the disclosed shooting time, image count, locations, wardrobe looks, participants, formal portrait requirements, shot list, and intended use. Materially different information or expanded work may require a revised quote before proceeding. Only the selected collection and agreed additions are purchased; other collections in the Pricing Guide are not included. Requesting fewer finished images does not reduce the collection price.

1.2 Responsibility for payment

The named Client is responsible for all amounts due. Payment does not depend on reimbursement by an employer, agency, marketing department, participant, sponsor, or other third party. The Photographer may accept third-party payment without releasing the Client unless expressly agreed in writing.

1.3 Booking confirmation and due date

A date is confirmed only after acceptance of this Agreement and receipt of any required retainer. New clients pay a 50% booking retainer credited toward the total and handled under Section 2. Any different approved terms must appear in the Booking Summary. Unless written account terms apply, the balance, including approved additions, is due before final download access, publication, distribution, or use. Payment is complete when funds clear. Account terms may be changed for future assignments.

1.4 Additional work and charges

Additional shooting time, formal employee portraits, group combinations, locations, scenes, advanced retouching, rush delivery, production resources, travel, and expanded licensing require approval outside the booked scope. Additional finished images are available in bundles of five for \$150 per bundle, subject to suitable captures being available. Only the Client or named authorized approver may authorize charges by email, text, or the booking portal. The rate and scope must be disclosed before the added work. Approved session additions and client-caused extra time are itemized on the final invoice. Without approval, the Photographer may limit work to the original scope or stop the affected work.

1.5 Payment as a condition of the license

Delivery or possession of files does not transfer copyright or create an unconditional right to use the photographs. Every license granted by this Agreement is expressly conditioned on cleared payment in full. If the Photographer permits use before payment, that permission is temporary and is automatically suspended while any undisputed balance is overdue. During a suspension, the Client must stop using the photographs and remove them from media under the Client's control until the account is brought current.

1.6 No contingency and limited refunds

Fees compensate reserved time, consultation, planning, travel, photography, editing, delivery, and the agreed license. Payment is not contingent on a launch, campaign, publication, revenue, audience response, employment outcome, or the Client choosing to use the photographs. Completed work and nonrecoverable approved costs remain payable, subject to the express remedies in this Agreement.

1.7 Invoice questions late balances and collection

The Client must identify any good-faith invoice dispute in writing within five business days after receipt and must timely pay all undisputed amounts. An undisputed balance remaining unpaid more than 30 days after its due date may accrue a late charge at the lesser of 2 percent per month or the maximum rate permitted by law. The Photographer may suspend delivery, licensing, and future services while the account is overdue. To the extent permitted by law, the Client will reimburse reasonable third-party collection costs, court costs, and attorney fees incurred to collect an undisputed overdue balance. A returned payment or chargeback does not cancel a valid payment obligation. Nothing in this paragraph limits either party's lawful right to dispute an unauthorized or incorrect charge.

Client initials _____

2 Cancellation & Rescheduling

The Photographer reserves a specific appointment time and may decline other work in reliance on the Client's booking. The following terms compensate the Photographer for reserved time, scheduling disruption, preparation, travel, and the reduced opportunity to replace an appointment on short notice.

2.1 Definitions

Cancellation ends the appointment without completing the booked services. Rescheduling moves it to a replacement date or time accepted by the Photographer. A request from the Client's coordinator, agency, employee, or other authorized representative is treated as the Client's request. Scheduled service subtotal means the booked photography, editing, and license fees, excluding taxes and separately itemized third-party or pass-through expenses.

2.2 Notice

The Client must provide cancellation or rescheduling notice by email, text message, or the Photographer's booking portal. Notice becomes effective when it is received by the Photographer. The applicable notice period is measured backward from the scheduled starting time of the appointment.

2.3 Client Cancellation

If the Client cancels at least 48 hours before the scheduled start, no cancellation charge applies. The retainer will be refunded less nonrecoverable expenses disclosed to and approved by the Client.

If the Client cancels between 24 and 48 hours before the scheduled start, the Client owes 50% of the scheduled service subtotal.

If the Client cancels less than 24 hours before the scheduled start, while the Photographer is traveling to the location, or after arrival, the Client owes 100% of the scheduled service subtotal.

Applicable taxes and expenses already incurred remain payable. Unincurred third-party or pass-through expenses will not be included in the cancellation charge. Any retainer or other amount already paid will be credited against the applicable charge. These charges are intended as a reasonable estimate of the loss associated with the reserved appointment and are not intended as a penalty.

2.4 Client Rescheduling

The Client may reschedule once without charge with at least 48 hours' notice. The retainer transfers to the same Project and substantially the same scope, subject to availability, with the replacement appointment occurring within 30 calendar days unless agreed otherwise in writing.

A rescheduling requested between 24 and 48 hours before the scheduled starting time is subject to a charge equal to 25% of the scheduled service subtotal.

A rescheduling requested less than 24 hours before the scheduled starting time, while the Photographer is traveling to the location, or after the Photographer has arrived is subject to a charge equal to 50% of the scheduled service subtotal.

The booking retainer will be credited toward the rescheduled assignment after any applicable rescheduling charge has been paid. An additional rescheduling request may require a new retainer or may be treated as a cancellation at the Photographer's discretion. A replacement appointment is not confirmed until all rescheduling charges and any required additional retainer have been paid.

2.5 Failed access and participant readiness

If the Photographer cannot gain access or begin photography within 15 minutes after the scheduled start because essential participants, locations, permissions, or safety arrangements are unavailable, the Photographer may proceed with ready portions, shorten coverage, or treat a wholly prevented appointment as a same-day cancellation. A participant's absence does not require a complimentary return visit. Completed services will be credited so the Client is not charged twice for the same work.

An appointment treated as a same-day cancellation is subject to the full scheduled service charge. Any return visit will constitute a new appointment and will be billed separately. The Photographer will not impose both a cancellation charge and a separate rescheduling charge for the same missed appointment.

2.6 Client Delays

The session begins at the appointed time. Client-caused delays do not automatically extend the appointment or reduce the fee. The Photographer will prioritize the agreed shot list and explain any effect on coverage. Extra time is subject to availability and advance approval at a disclosed rate, and is included on the final invoice. Reasonable included wardrobe changes and agreed travel or gear movement are excluded from photography time under Section 5; they are not treated as client delays merely because they occur.

2.7 Weather

A weather-related change initiated or approved by the Photographer will be governed by the Weather section of this Agreement and will not be treated as a client cancellation or rescheduling. A Client's preference for different skies, lighting, foliage, or seasonal appearance does not automatically qualify as a weather-related change.

2.8 Photographer Cancellation

If illness, emergency, equipment failure, unsafe conditions, or another circumstance beyond the Photographer's reasonable control prevents performance, the Photographer may offer a replacement appointment or, with the Client's approval, arrange for a qualified substitute photographer. If the services cannot reasonably be rescheduled or performed by an approved substitute, the Photographer will refund the amounts paid for the unperformed services. No client cancellation or rescheduling charge will apply.

2.9 Courtesy waivers

The Photographer may waive or reduce a cancellation or rescheduling charge as a written courtesy. A courtesy waiver applies only to the specific occurrence and does not amend this Agreement or require the Photographer to waive a charge in the future.

3 Weather

Weather affects outdoor branding scenes, participant comfort, natural light, travel, and equipment safety. Ordinary cloud cover does not automatically prevent the assignment from proceeding.

3.1 Professional judgment and safety

The Photographer will use reasonable professional judgment to determine whether weather and site conditions permit safe travel, safe operation of equipment, and the creation of photographs that meet the Photographer's ordinary professional standards. The Photographer may delay, modify, suspend, or reschedule all or part of the assignment because of rain, lightning, severe storms, high winds, flooding, ice, extreme temperatures, poor visibility, unsafe roads, or another condition that presents a material safety or equipment risk. The Client may not require the Photographer to work or operate equipment under conditions the Photographer reasonably considers unsafe.

3.2 Conditions that do not automatically require rescheduling

Cloud cover, overcast skies, diffuse light, seasonal landscaping, dormant grass, haze, wet pavement, recent rainfall, or the absence of a sunset are not, by themselves, grounds for cancellation, rescheduling, a refund, or a complimentary reshoot. Unless a particular condition is stated in the Booking Summary as an express requirement, the Photographer does not guarantee blue skies, direct sunlight, a particular sun direction, sunset color, foliage, dry exterior surfaces, or any other specific natural or seasonal appearance.

3.3 Timing of the weather decision

Because forecasts and site conditions can change quickly, the Photographer may wait until a reasonable time before the appointment, or until arrival at the location, to make a final weather decision. The Photographer will communicate a weather-related delay or rescheduling as soon as reasonably practicable. A weather-related change initiated or approved by the Photographer will not be treated as a Client cancellation and will not carry a rescheduling charge.

3.4 Partial completion and weather return visits

When some work can proceed, the parties may complete indoor or covered scenes and defer affected outdoor services. If the Photographer elects to divide the assignment for weather reasons, one return visit for the deferred booked services is included without an additional photography fee, within 14 calendar days in the standard service area unless otherwise agreed. The Client coordinates participants and access for that visit. Approved nonrecoverable travel, venue, permit, or vendor expenses remain payable; further visits require a separate quote.

3.5 Client requested postponement or reshoot

If the Photographer reasonably determines that the conditions are safe and suitable for the booked services but the Client elects to postpone, the request will be governed by the Cancellation and Rescheduling section. If the Client elects to proceed after discussing weather concerns, the Client accepts the visible conditions present during the assignment. A later request for different skies, sunlight, foliage, surface conditions, or seasonal appearance will be treated as a new assignment or additional service and will not qualify for a complimentary reshoot or refund.

3.6 Specialized outdoor and aerial coverage

Aerial photographs or other specialized outdoor services are included only if expressly booked. Any remote pilot has final authority over safe and lawful flight. Ground work may proceed independently. If booked aerial work cannot be completed safely, the Photographer may schedule one return attempt; if completion remains impracticable within 14 calendar days, the undelivered portion will be refunded or credited. Unrelated completed work remains payable.

3.7 Twilight sunrise and seasonal services

Sunrise, sunset, and seasonal scenes depend on narrow timing and natural conditions. Essential conditions must be stated in the Booking Summary. The Photographer may reschedule a specialty service when a usable result is prevented. Client-caused missed access, participant readiness, or timing is governed by Sections 2 and 5.

3.8 Sky replacement and weather editing

Sky replacement or weather-related editing is included only if agreed or consistent with the accepted editing style. A particular sky, season, or lighting effect is not guaranteed. Extensive alterations require an approved quote and remain subject to Section 10 and the Client's advertising obligations.

3.9 Completed work and unavoidable delay

Fees for services completed before a weather interruption remain payable. The Photographer is not responsible for delays, changing forecasts, natural conditions, or variations in exterior appearance that are beyond the Photographer's reasonable control. The Photographer will use reasonable efforts to complete deferred services promptly, subject to safety, availability, access, and suitable conditions.

4 Access & Authority

The Client is responsible for lawful, timely, and safe access to every area needed for the booked services.

4.1 Authority to commission the work

The Client has authority to commission photography for the named business or personal brand and will obtain permission for every location and intended subject. Required approvals may include owners, employers, site managers, tenants, venues, and rights holders. Paying for photography does not itself grant access or clear third-party trademarks, artwork, or likeness rights.

4.2 Entry instructions and security

The Client will provide complete and accurate entry instructions before the appointment, including gate, lockbox, alarm, parking, elevator, concierge, and restricted-access information. The Photographer will use access credentials only to perform the assignment, will not knowingly share them with an unauthorized person, and will use reasonable care to secure the location when leaving. The Client must promptly disclose any special locking, alarm, or departure procedure.

4.3 Occupants, pets, and other workers

The Client coordinates employees, executives, visitors, customers, children, pets, contractors, and other persons on-site. Participants must be informed and available when required. The Photographer is not responsible for supervising participants or work activities and may stop unsafe or materially disruptive activity.

4.4 Site safety and restricted areas

The Client discloses known hazards, restricted areas, active construction, machinery, vehicle movements, hazardous substances, security rules, required protective equipment, and site induction requirements before the session. A qualified site representative must coordinate safe access where necessary. The Photographer may refuse unsafe, unlawful, inaccessible, or equipment-damaging work. No participant will be directed to bypass safety rules or perform an unsafe task for a photograph.

4.5 Failed access and delays

The Client supplies access, parking, security, and departure instructions before the session. Waiting caused by failed access may reduce available coverage; added time or a return visit requires advance approval at a disclosed rate. No separate waiting or rescheduling fee will duplicate a charge for the same missed appointment.

5 Session Planning and Preparation

The Client makes the people, spaces, wardrobe, products, and logistics ready. The Photographer takes responsibility for turning that preparation into the agreed photographs.

5.1 Coordinator and planning deadlines

For a business assignment, the named coordinator organizes employee readiness, internal communications, access, approvals, and the session schedule. The Client provides brand references, intended applications, required orientations, priority photographs, and participant details during planning, ideally before the initial invoice is paid. The shot list should be substantially established one week before the session and finalized no later than three days before it. For a short-notice booking, the parties will agree an accelerated deadline. Late changes are subject to feasibility and an approved scope adjustment.

5.2 Photography responsibilities and production limits

The Photographer provides consultation and practical planning, shot-list development, professional equipment and lighting, posing and expression direction, composition, technical execution, creative problem-solving, coordination of the photographic sequence, image selection, and agreed editing. Full brand strategy, campaign production, marketing management, talent sourcing, styling, hair and makeup, location preparation, and vendor management are excluded unless expressly booked. The Client or its producer handles these arrangements and costs.

5.3 Participants and formal employee portraiture

The booked session includes photography within the allotted shooting time and agreed shot list. Larger groups, extensive individual portraits, or additional combinations may require a longer session or custom quote. Candid or environmental photographs of employees already working within agreed scenes do not automatically add a per-person charge. Formal individual portraits, repeated headshot setups, named employee deliverables, and group combinations must be specified in the Booking Summary or shot list. A candid photograph is not a substitute for a promised formal portrait.

5.4 Photography time locations and wardrobe

Booked time means photography time. Reasonable wardrobe changes within the collection's look allowance do not reduce it. One location means shooting areas within roughly a five-minute walk or one-quarter mile; meaningful transport, teardown, or setup may make an area a separate location. Agreed inter-location travel and meaningful gear movement are production logistics outside photography time and may carry quoted charges. The parties reserve enough total appointment time for these allowances. Excessive styling delays, unplanned looks, extra moves, or new setups require an approved adjustment. A look is one planned wardrobe presentation; two changes ordinarily produce three looks. These allowances do not authorize unlimited elapsed time.

5.5 Ready spaces wardrobe products and sensitive items

The Client prepares clean, organized spaces, suitable wardrobe and grooming, ready products, tools and props, and any needed utilities. Participants should arrive ready for their scheduled photographs. Confidential records, screens, client information, valuables, restricted products, and unwanted logos or artwork must be removed, concealed, or identified in advance. The Photographer may make minor visual adjustments but is not hired to clean, stage, repair, move heavy items, or correct preparation problems through extensive editing.

5.6 Project information and approvals

The Client supplies accurate brand, product, participant, and intended-use information and designates an approver able to resolve questions on-site. Photographs are marketing materials rather than engineering, inspection, safety certification, or product-performance records. Missing people, unfinished work, unsuitable wardrobe, and other conditions present at the session are not themselves photographic defects. Changes after approval or a return visit for new conditions are additional work.

6 Deliverables, Review, and Revisions

The Photographer will provide the finished media listed in the Booking Summary, subject to professional selection and editing.

6.1 Finished images and selection

The Photographer delivers the exact finished-image count and media specified in the Booking Summary, subject to the expressly stated scope and any accepted changes. Each collection includes its selected allowance rather than every capture. Duplicate, test, technically unsuitable, and rejected frames are excluded. The Photographer selects the strongest images unless proof selection was agreed before booking. Where agreed, the Booking Summary states the proof count, selection deadline, and included final count. Proofs are unfinished review material and may not be published. Extra selections require a five-image bundle purchase or another written scope agreement.

6.2 Creative and technical discretion

The Client has reviewed the Photographer's portfolio and accepts professional judgment over lighting, lens choice, posing, expression, composition, color, contrast, crop, retouching, and selection. Standard editing includes a consistent finished appearance and ordinary cleanup; advanced retouching, extensive skin or body alteration, compositing, and major object removal require a quote. The Photographer will use reasonable efforts to follow the agreed shot list within safety, access, participant readiness, and booked time. If a promised deliverable cannot be completed, the parties will agree a substitution or use the correction, reshoot, or refund provisions rather than silently treating a shortage as fulfilled.

6.3 Delivery timing

Finished photographs are delivered through an online gallery as high-resolution and web-ready JPEG files unless the Booking Summary specifies otherwise. The delivery estimate must be entered before signing; a firm launch deadline or rush service must be expressly accepted. If proof selection is booked, the estimate runs from receipt of the complete selections and necessary information. Delays caused by missing information, approved changes, weather, illness, platform failure, or other uncontrollable events will be communicated promptly with a revised estimate. Final download access is released after cleared payment unless written account terms apply.

6.4 Inspection and notice

The Client will review the delivered media promptly and provide one consolidated written notice of any objective technical problem or material omission within five business days after delivery. If no notice is received by that deadline, the deliverables will be considered accepted, except for a hidden technical problem that could not reasonably have been discovered during review.

6.5 Corrections, revisions, and reshoots

A verified technical error or material omission caused by the Photographer will be corrected without an added fee when reasonably possible. New preferences, poses, wardrobe, participants, brand direction, locations, extra retouching, and changed preparation are additional work quoted before proceeding. A complimentary reshoot is not owed solely because an accurately photographed appearance or expression is later disliked. A failure to provide an expressly promised deliverable remains subject to correction or the remedies in Section 11.

6.6 File retention and backup

The Photographer intends, but does not guarantee, to retain the final delivered files for 90 days after delivery. The Client is responsible for downloading, verifying, and securely backing up the deliverables. After the retention period, files may be deleted without notice. Restoration or redelivery, if possible, may carry a fee.

6.7 Method of Delivery

The Photographer will deliver the Client's final gallery digitally after payment of the final invoice has been confirmed. Invoicing and image delivery may be handled through separate software platforms, and as a result, the appearance, formatting, or sender information of the delivery email may differ from previous correspondence. These differences are administrative only and do not affect the validity, security, or contents of the Client's final delivery.

7 Copyright and Licensing

The Photographer retains copyright and grants the Client a defined license for the named business or personal brand.

7.1 Copyright ownership

Original photographs and other creative material made by the Photographer remain the Photographer's copyrighted work unless a separate written copyright assignment signed by the Photographer states otherwise. This assignment is not commissioned as a work made for hire. Payment purchases photography services and the stated license, not copyright ownership or source files.

7.2 When the license begins

The license begins only after the Photographer has received full payment of all amounts due for the assignment. Any preview, watermarked file, proof, or early delivery may be reviewed but may not be published or used until payment is complete. The license is non-exclusive, limited, non-transferable except as expressly allowed below, and subject to the restrictions in this Agreement.

7.3 License term

Unless the Booking Summary states an agreed restriction, the paid license is worldwide and continues indefinitely for the named Client's ordinary business or personal-brand marketing within Section 8. The license is nonexclusive and does not transfer with a sale of the business, rebrand into an unrelated business, or third-party acquisition without written agreement. Use restrictions, launch embargoes, paid-media rights, exclusivity, or a different term must be stated before signing.

7.4 No assignment or sublicense

The Client may not sell, assign, transfer, sublicense, or give independent usage rights to another business or person. Employees, contractors, designers, agencies, printers, and platforms may handle files on the Client's behalf under Section 8, without acquiring their own promotional license. A file or gallery link alone grants no rights.

7.5 Copyright notices and metadata

The Client will not remove or alter a visible copyright notice, digital watermark, embedded authorship information, or other rights-management information. Platform-generated stripping of metadata outside the Client's control is not a breach, but the Client may not intentionally direct or encourage removal. The Client will reasonably cooperate in correcting an unauthorized use discovered through the Client or an Authorized User.

7.6 Suspension and additional licensing

A material license breach may result in suspension by written notice identifying the breach and a reasonable opportunity to cure, unless immediate action is needed to prevent ongoing unauthorized use. Undisputed overdue payment is also subject to Section 1. The Client stops new use and addresses controlled media during suspension. Expanded, exclusive, paid-media, editorial, or independent third-party rights require a written license and may carry an additional fee.

8 Usage Rights

After full payment, the Client may use final photographs for the named business or personal brand within the agreed marketing scope.

8.1 Included business and personal-brand marketing

Included uses are the Client's website, organic social media, email marketing, brochures, business cards, presentations, proposals, recruiting materials, internal communications, and ordinary public relations or media kits promoting the named Client. A publisher may reproduce supplied images in coverage of that Client within the agreed PR purpose, but gains no unrelated reuse rights. Paid advertising, sponsored placements, large campaigns, packaging, merchandise, resale, or stock use are included only when expressly authorized in the Booking Summary or a separate license. The Booking Summary must identify any required paid channels and agreed limits so those rights can be priced before booking.

8.2 Marketing teams agencies and employee use

The Client's marketing employees, contractors, designers, and agencies may use files on the Client's behalf within the permitted scope without an additional fee merely because they produce the marketing materials. They receive no independent rights to promote their own businesses, portfolios, case studies, or other clients. An employee may use a delivered portrait for the named Client's professional promotion; independent personal-brand use is included only if specified. The Client communicates these limits and reasonably addresses misuse within its control.

8.3 Platforms printers and service providers

Files may be supplied to hosts, social platforms, printers, and production vendors as necessary for permitted use. Such handling does not authorize independent advertising or resale. The Client reviews platform terms that demand broader rights. The Photographer cannot control platform compression, cropping, outages, archival display, or third-party data practices.

8.4 Continued use and brand changes

The Client may retain permitted published materials and continue using the images for the same named business or personal brand during the license term. Updated layouts do not require a new license within the existing scope. Use by another company, affiliate, franchisor, purchaser, sponsor, or substantially unrelated brand requires written permission unless named in the Booking Summary.

8.5 Independent third-party and expanded uses

The license excludes independent promotion by an agency, venue, employer not named as Client, equipment maker, supplier, contractor, partner, publication, or other business. It also excludes stock licensing, resale, merchandise, unrelated editorial use, and other rights outside Section 8.1. Such users must obtain their own written license. A broader license can be quoted without requiring a new photography session.

8.6 No false endorsement or unlawful use

The images may not be used unlawfully, deceptively, or in a defamatory manner, or to imply an unauthorized endorsement by a participant or the Photographer. The Client is responsible for claims, captions, advertising compliance, participant permissions, and publication context.

9 RAW Files and Source Material

RAW captures and production files are working materials, not finished deliverables.

9.1 Excluded materials

Unless a separate signed agreement expressly includes them, the Client has no right to receive RAW files, unedited captures, alternate exposures, bracketed sequences, rejected images, layered edit files, source video, project files, templates, presets, editing notes, or other production materials. Delivery of a file for review does not change its status.

9.2 Selection and editing

The Photographer decides which captures are technically and artistically suitable for delivery. RAW and source files may contain incomplete color, lens distortion, temporary objects, test frames, private working information, or material that does not represent the Photographer's finished work. The Photographer is not required to deliver every capture made.

9.3 Optional release

The Photographer may decline any request for RAW or source files. If the Photographer agrees to release them, the release requires separate written terms, a separate fee, and stated usage rights. Unless those terms say otherwise, source files are provided as-is without editing, color consistency, archival support, or a promise of compatibility.

9.4 Attribution of modified source files

A person who edits or publishes released source files assumes responsibility for the resulting work. A materially modified version may not be credited to or represented as the Photographer's finished work without prior written approval.

9.5 No source-file retention promise

The Photographer has no duty to retain RAW or source files after delivery of the finished media. The Photographer may delete working files at any time after completing the assignment, subject to any separately purchased archival service.

10 Image Alteration and Accurate Representation

Formatting and layout may support permitted marketing, while material alterations require approval and accurate representation.

10.1 Permitted formatting

The Client and its authorized providers may resize, proportionally crop, compress, convert final files, and place them in layouts with truthful text, logos, contact details, and borders. These changes must not materially misrepresent the photograph or intentionally remove copyright information.

10.2 Restricted alterations

Without the Photographer's written approval, the Client may not apply filters, recolor, materially retouch, distort, stretch, composite, animate, add or remove objects, replace architectural features, create a derivative image, or use generative artificial intelligence to change the final media. Automated platform processing outside the Client's control is not a breach.

10.3 People products and business claims

The Photographer may decline edits that misrepresent a person, product, workmanship, safety practice, qualification, or business claim. The Client is responsible for accuracy and required disclosures in advertising. Photographs do not establish consent to unrelated endorsements or sensitive uses.

10.4 Advanced retouching and conceptual edits

Compositing, significant object removal, background replacement, major beauty retouching, and conceptual changes are included only if expressly booked or approved. The Photographer may provide labeled alternate versions where appropriate. The Client determines required disclosures and remains responsible for truthful publication.

10.5 Third-party edits and revision requests

Requested edits should be sent to the Photographer. Additional retouching may carry a fee. Any third-party alteration is made at the Client's risk, and the Photographer is not responsible for errors, rejection, claims, or quality loss caused by that alteration. A materially altered version may not be attributed to the Photographer without written approval.

11 Liability & Indemnification

The following provisions allocate risks connected to access, property conditions, technology, marketing, and third-party use.

11.1 Standard of performance and no marketing guarantee

The Photographer will perform the services with reasonable professional care consistent with the booked scope. The Photographer does not guarantee sales, leads, engagement, publication, employment, campaign performance, platform acceptance, or a specific financial or business result.

11.2 Opportunity to cure

Before seeking a refund, chargeback, or other remedy for an alleged service defect, the Client will give the Photographer prompt written notice and a reasonable opportunity to correct, redeliver, or reshoot the affected work when correction is practicable. This provision does not require the Client to delay action that is reasonably necessary to prevent immediate harm.

11.3 Data loss, equipment failure, and unavailable deliverables

If media is lost, corrupted, or unusable because of equipment, storage, transfer, or processing failure, the Photographer may, at the Photographer's option, reshoot the affected portion when reasonably possible or refund the fee allocated to that undelivered portion. That reshoot or refund is the Client's exclusive remedy for the unavailable deliverable, except to the extent applicable law does not permit the limitation.

11.4 Limitation of damages

To the fullest extent permitted by law, the Photographer's total liability arising from an assignment will not exceed the amount the Client paid for the affected assignment. The Photographer will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages, or for lost profit, lost revenue, lost opportunity, loss of goodwill, or delay damages. These limits do not apply to liability caused by the Photographer's gross negligence or willful misconduct, or to liability that cannot lawfully be limited.

11.5 Location conditions and personal injury

The Photographer is not responsible for pre-existing conditions, hidden defects, undisclosed hazards, unsafe activities, or participant and vendor conduct outside the Photographer's control. Subject to applicable law and this Section, the Photographer remains responsible for direct injury or damage caused by the Photographer's negligence. Client instructions do not excuse negligent conduct by the Photographer.

11.6 Client indemnification

The Client will defend, indemnify, and hold the Photographer and the Photographer's personnel harmless from a third-party claim, damage, liability, judgment, cost, or reasonable attorney's fee arising from the Client's lack of authority to grant access or commission the work; an undisclosed hazardous condition under the Client's control; Client-supplied content or instructions; an unlawful, deceptive, or unauthorized use of the media; or a breach of the Client's representations or license obligations. This duty does not apply to the extent a claim was caused by the Photographer's negligence or willful misconduct.

11.7 Third-party services and platforms

The Photographer is not responsible for independent conduct, outages, compression, account policies, or data practices of a host, printer, social network, gallery provider, vendor, or payment processor. Reasonable assistance will be provided for correctable delivery problems within the Photographer's control.

12 Confidentiality, Privacy, and Portfolio Use

The parties will use reasonable care with access information and private material encountered during the assignment.

12.1 Access information and private records

The Photographer uses reasonable care with nonpublic credentials, employee or customer records, unreleased products, trade secrets, and information identified as confidential. Such information is used only to perform the assignment and shared only with necessary personnel under comparable confidentiality obligations or as required by law. The Client discloses embargoes and any required confidentiality agreement before booking. Publicly available information is not confidential solely because it appears in an image.

12.2 Participant consent and releases

Before intentional photography or commercial publication, the Client coordinates informed consent and any necessary releases for employees, customers, visitors, models, and minors; a parent or legal guardian must authorize a minor's participation. The Client's company signature does not itself grant another person's likeness rights. The Photographer may request individual releases or omit coverage when authority is uncertain. Client marketing permission and Photographer promotional permission are distinct and must be documented for their respective uses.

12.3 Photographer portfolio use

Photographer promotional use must follow the option selected in the Booking Summary: permitted after public launch, subject to specified approval or embargo, or prohibited. If no option is selected, promotional use is withheld pending written permission. Where permitted and supported by necessary participant and property consents, final photographs may appear in the Photographer's portfolio, website, social media, samples, competitions, education, and self-promotion. No permission grants unrelated stock or third-party licensing of a participant's likeness. The Photographer will not intentionally disclose confidential information or publish before an agreed embargo ends.

12.4 Privacy restriction requests

The Client identifies privacy, employee-consent, product-launch, and confidentiality restrictions before the session. The Photographer records accepted limits in the Booking Summary. A later withdrawal request will be honored for future promotional use within the Photographer's control, but removal from previously authorized printed materials, archives, reposts, or third-party platforms cannot be guaranteed.

13 Contractual Terms

These provisions govern the interpretation, administration, and enforcement of the Agreement.

13.1 Independent contractor

The Photographer is an independent contractor, not the Client's employee, partner, agent, fiduciary, or marketing representative. The Photographer controls photographic methods subject to the booked scope, site rules, safety, and applicable law.

13.2 Assistants, subcontractors, and substitutes

The Photographer may use qualified assistants, editors, pilots, processors, laboratories, hosting providers, or substitute photographers to perform part of the services. The Photographer remains responsible to the Client for the contracted deliverables. A substitute may be offered when illness, emergency, or schedule disruption would otherwise prevent performance, and the Client may decline the substitute and receive a refund of any unearned fee.

13.3 Force majeure

Neither party is liable for delay or nonperformance caused by an event beyond that party's reasonable control, including severe weather, natural disaster, fire, public emergency, government order, utility or platform outage, labor disruption, epidemic, sudden illness, transportation failure, equipment failure despite reasonable maintenance, or unsafe conditions. The affected party will give reasonable notice and the parties will first attempt to reschedule or adjust the affected service. Fees for completed work and nonrecoverable approved expenses remain payable.

13.4 Entire agreement and order of precedence

The Agreement consists of the signed Booking Summary, Sections 1 through 14, and any service-specific addendum expressly incorporated by reference. It replaces prior discussions and representations about the assignment. A later signed amendment controls; then a service-specific addendum controls for that service; then the Booking Summary controls for assignment-specific scope, price, and timing; then these standard terms control. A purchase order or platform term supplied by the Client does not modify the Agreement unless the Photographer expressly accepts the change in writing.

13.5 Changes and waivers

A change to the Agreement must be in a written or electronic record accepted by both parties. A waiver applies only to the specific instance stated and does not waive a later breach. Delay in enforcing a right does not waive that right.

13.6 Assignment

The Client may not assign the Agreement or license without the Photographer's written consent. The Photographer may assign the right to collect an account receivable and may use qualified personnel as stated above, but may not transfer responsibility for the Agreement in a way that materially reduces the Client's rights.

13.7 Severability and lawful interpretation

If a court finds a provision invalid or unenforceable, the provision will be enforced to the maximum lawful extent or modified as narrowly as necessary, and the remaining provisions will continue in effect. Nothing in the Agreement waives a right or remedy that applicable law does not permit a party to waive.

13.8 Notices

Notices may be delivered through the booking portal or by email to the address each party used for the assignment. Routine scheduling communications may also be sent by text message. A party will promptly update its contact information. A formal notice is effective when sent, unless the sender receives a delivery-failure notice.

13.9 Good-faith dispute conference

Before filing a lawsuit, a party will give written notice describing the dispute and allow at least 10 business days for a good-faith telephone or video conference between persons authorized to resolve it. This requirement does not prevent a party from seeking urgent injunctive relief, preserving a limitations period, addressing unauthorized copyright use, or pursuing an undisputed overdue payment.

13.10 Governing law and venue

South Carolina law governs the Agreement without regard to conflict-of-law principles. Any court proceeding must be brought in a state or federal court serving the South Carolina county where the Photographer's principal office is located, and each party consents to that court's personal jurisdiction and venue, except where applicable law requires otherwise.

13.11 Electronic records, signatures, and counterparts

The parties agree to conduct this transaction electronically. Typed names, checked acceptance boxes, electronic signatures, and signed copies transmitted electronically are intended to authenticate the Agreement and have the same effect as originals to the extent permitted by law. The Agreement may be signed in counterparts, each of which is treated as an original and all of which form one agreement.

13.12 No third-party beneficiaries; survival

The Agreement benefits only the parties and does not create an enforceable right for another person, except an indemnified party under Section 11. Provisions concerning payment, copyright, licensing, file retention, alteration, confidentiality, liability, indemnification, dispute resolution, and any term that by its nature should continue will survive completion, cancellation, or termination.

14 Acceptance & Signatures

By signing or electronically accepting the Agreement, each signer confirms that the signer has read and accepts the complete Agreement, has authority to bind the named party, and has had the opportunity to ask questions and seek independent advice.

CLIENT LEGAL NAME 	PROJECT OR BUSINESS NAME
AUTHORIZED SIGNATURE 	PRINTED NAME AND TITLE
EMAIL 	DATE
PHOTOGRAPHER: DONALD M. BARNES PHOTOGRAPHY 	PHOTOGRAPHER SIGNATURE AND DATE

This Booking Agreement, together with the accepted proposal and any documents incorporated by reference, forms the complete record of the Client's booking with Donald M. Barnes Photography.

Please retain a copy of this Booking Agreement and the accepted proposal for your records. Together, they summarize the services selected and the terms governing your booking.