



RESIDENTIAL REAL ESTATE

BOOKING AGREEMENT

Service Terms & Licensing

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Residential Real Estate Photography Booking Agreement

This Residential Real Estate Photography Booking Agreement (Agreement) is between Donald M. Barnes Photography (Photographer) and the client identified below (Client). It applies to the real estate photography services and final edited photographs described in the Booking Proposal for the identified property (Property). The Booking Summary, these terms, and any 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	
Client legal name	
Company or brokerage	
Billing email and phone	
Property address	
Photography date and time	
Services ordered	
Quoted price	
Retainer and balance due	
Authorized 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 quoted price stated in the Booking Summary, together with applicable taxes, agreed travel charges, and other approved expenses. The quote is based on the property type, gross square footage, location, occupancy, and services disclosed when the booking is made. If that information is materially inaccurate, or if the Client expands the requested work, the Photographer may revise the price before proceeding. If the Client does not approve the revised price, the Photographer may limit the work to the original scope or apply the cancellation or rescheduling terms of this Agreement, as appropriate.

1.2 Responsibility for payment

The person or entity identified as the Client is responsible for all amounts due under this Agreement. That responsibility does not depend on reimbursement or payment by a seller, property owner, brokerage, builder, tenant, or other third party. The Photographer may accept payment from a third party without releasing the Client from responsibility unless the Photographer expressly agrees to do so in writing.

1.3 Booking confirmation and due date

A requested date and time are not confirmed until the Photographer receives the Client's signed or electronic acceptance of this Agreement and any required booking retainer. New clients must pay a booking retainer equal to 50% of the quoted price. The retainer will be credited toward the total amount due and will be handled according to the Cancellation and Rescheduling section of this Agreement. Unless the Photographer has extended written account terms, the remaining balance is due before the Client may download, publish, distribute, or otherwise use the final photographs. The Photographer may extend account terms to approved recurring-agent clients and may modify or withdraw those terms for future assignments. Payment is complete only when the funds have cleared.

1.4 Additional work and charges

Work outside the quoted scope is additional. This may include added rooms, detached structures, community amenities, return visits, rush delivery, advanced retouching, virtual staging, travel, or other services not listed in the Booking Summary. Only the Client or the authorized approver identified in the Booking Summary may approve additional charges. Approval by email, text message, or the Photographer's booking portal is sufficient and becomes part of this Agreement. If approval cannot be obtained when an unexpected condition is discovered, the Photographer may complete only the original scope or stop and reschedule the affected work under the applicable terms.

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 the Photographer for reserved time, travel, capture, editing, delivery, and the agreed license. Payment is not contingent on the Property being listed, sold, leased, appraised, or closed, or on the Client's decision to use the photographs. Amounts attributable to completed work, delivered photographs, custom services, and nonrecoverable expenses are nonrefundable, except when this Agreement expressly provides otherwise or the Photographer fails to perform a material obligation.

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.

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

A cancellation occurs when the Client ends the appointment without completing the booked services. A rescheduling occurs when the Client asks to move the appointment to another date or time and the Photographer agrees to the change. A requested time change that the Photographer cannot reasonably accommodate may be treated as a rescheduling. A cancellation or rescheduling requested by a seller, property owner, tenant, brokerage, contractor, or other person acting in connection with the Property will be treated as a request made by the Client.

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 starting time, no cancellation charge will apply. The Photographer will refund the booking retainer, less any nonrecoverable expenses that were disclosed to and approved by the Client.

If the Client cancels between 24 and 48 hours before the scheduled starting time, the Client will owe 50% of the scheduled service subtotal.

If the Client cancels less than 24 hours before the scheduled starting time, cancels while the Photographer is traveling to the Property, or cancels after the Photographer has arrived, the Client will owe 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 by providing at least 48 hours' notice. The booking retainer will transfer to the replacement appointment, provided the replacement appointment is for the same Property, is scheduled subject to the Photographer's availability, and occurs within 30 calendar days unless otherwise agreed 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 Property, 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 Failure to Provide Access or Prepare Property

If the Photographer cannot enter the Property within 15 minutes after the scheduled starting time, or if occupants, contractors, cleaning crews, unsecured animals, safety conditions, or the condition of the Property prevent the Photographer from beginning or completing the work, the Photographer may photograph the Property as presented, limit the work to areas that are accessible and ready, or treat the appointment as a same-day cancellation.

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 Photographer is not required to extend the appointment when the Client, property owner, occupant, contractor, or another person associated with the Property causes a delay. The Photographer may reduce the photographed areas or deliverables as reasonably necessary to remain on schedule, without reducing the agreed price. Additional time may be provided when available and will be billed at the Photographer's current rate.

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.

2.8 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 safety, travel, exterior appearance, natural light, and aerial operations, but ordinary cloud cover or a preference for different skies does not automatically prevent a professional real estate photography 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 Property, 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 conditions permit some, but not all, of the booked services, the Photographer may complete interior photography, covered exterior areas, or other unaffected work and defer only the affected exterior, twilight, or aerial services. When the Photographer elects to divide the assignment for weather reasons, one return visit to complete the deferred booked services will be provided without an additional photography fee, provided the return occurs within 14 calendar days and the Property is within the Photographer's standard service area. Approved parking, permit, toll, or travel charges outside that area remain payable. Any further return visit may be billed at the Photographer's current rate.

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 Aerial photography

Aerial photography is subject to weather, visibility, wind, precipitation, temperature, airspace, site conditions, and all applicable flight restrictions. The Photographer or acting remote pilot in command has final authority over whether an aircraft may be operated safely and lawfully. Ground photography may proceed even when aerial operations cannot. If booked aerial services cannot be completed safely, the Photographer may schedule one return attempt. If the aerial services still cannot reasonably be completed within 14 calendar days, the Photographer may issue a refund or credit for the undelivered aerial portion. Inability to complete aerial work does not constitute a failure to perform unrelated services that were completed or could safely proceed.

3.7 Twilight sunrise and seasonal services

Actual twilight, sunrise, sunset, and seasonal photography depend on narrow timing and conditions that cannot be guaranteed. If one of these conditions is material to the assignment, it must be identified in the Booking Summary. The Photographer may reschedule the affected specialty service when conditions prevent a professionally usable result. A delay caused by the Client's failure to provide access, prepare the Property, or turn on required interior or exterior lighting is not a weather-related delay and may result in additional charges under the applicable terms.

3.8 Sky replacement and weather editing

The Photographer may use reasonable sky replacement or other weather-related editing when consistent with the Photographer's style and the intended real estate use. Such editing is not guaranteed and does not obligate the Photographer to create a particular weather appearance. Client requests for a specific sky, season, lighting condition, or extensive weather alteration may require an additional retouching fee and remain subject to applicable listing-platform and advertising requirements.

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 represents that the Client is the owner of the Property or has authorization from the owner, listing broker, property manager, or another person with legal authority to commission the services, permit entry, and authorize photography and related media at the Property. The Client will obtain any approval required by an owner, occupant, homeowners association, building manager, or other controlling party.

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 Property when leaving. The Client must promptly disclose any special locking, alarm, or departure procedure.

4.3 Occupants, pets, and other workers

The Client will arrange for occupants, children, pets, cleaners, contractors, movers, and other persons to be safely managed and, when reasonably possible, kept out of areas being photographed. The Photographer may stop work if an animal, person, or activity presents a safety risk or materially interferes with the assignment. The Photographer is not responsible for supervising occupants, pets, or third-party workers.

4.4 Site safety and restricted areas

The Client will disclose known hazards and restricted areas, including unstable surfaces, active construction, exposed wiring, mold, pests, aggressive animals, weapons, surveillance-sensitive areas, and unsafe stairs, decks, attics, roofs, docks, pools, or outbuildings. The Photographer may refuse to enter or photograph an area that the Photographer reasonably considers unsafe, unlawful, inaccessible, or likely to damage equipment.

4.5 Failed access and delays

If access is unavailable or materially delayed, the Photographer may photograph the accessible portions, wait for a reasonable period, shorten the assignment, or leave and reschedule. Time spent waiting beyond 15 minutes may reduce coverage or be billed at the Photographer's current waiting rate. A return trip caused by failed or incomplete access may carry a rescheduling, travel, or minimum service charge. Fees already earned and any applicable cancellation or rescheduling charges remain payable.

5 Cancellation & Rescheduling

The Property must be photo-ready at the appointment time. Photography documents the Property substantially as presented.

5.1 Photo-ready condition

Before the scheduled start time, the Client will arrange for cleaning, decluttering, staging, landscaping, vehicle removal, lighting, window treatments, and any other preparation the Client considers important. Utilities needed for the assignment must be active. The Photographer is not required to wait while the Property is prepared.

5.2 No cleaning, staging, or moving service

Unless stated in the Booking Summary, the services do not include cleaning, organizing, staging, landscaping, repairing, or moving furniture or personal property. For safety and liability reasons, the Photographer is not required to move heavy, fragile, valuable, dirty, wet, connected, mounted, or hazardous items. Minor adjustments may be made at the Photographer's discretion but do not create an obligation to prepare the Property.

5.3 Property photographed as presented

The Photographer may photograph the Property in its condition at the scheduled time. Visible clutter, damage, reflections, cords, personal items, vehicles, seasonal conditions, incomplete work, burned-out bulbs, or other conditions present during the assignment are not photographic defects. A request to return after the Property changes or to correct a preparation issue is additional work and may be billed as a new assignment or reshoot.

5.4 On-site preparation and additional time

If the Client asks the Photographer to wait, perform minor adjustments, or remain while others prepare the Property, the Photographer may agree subject to schedule and safety. Additional time may be billed in 15-minute increments at the current rate. The Photographer may leave when delay would materially affect another assignment.

5.5 Private, sensitive, and valuable items

The Client will remove or conceal medication, financial records, family photographs, security information, keys, valuables, personal identifiers, artwork subject to special restrictions, and any other item that should not appear in the final media. The Photographer will use reasonable care but is not responsible for an item left visible unless the Client identified it before photography and the Photographer agreed in writing to avoid or conceal it.

5.6 Accuracy of the Property

The Client is responsible for the accuracy of property descriptions, room labels, measurements, boundaries, amenities, school or community claims, and other listing information. Photographs are visual marketing materials, not surveys, inspections, appraisals, measurements, engineering records, or guarantees of condition.

6 Review, and Revisions & Rescheduling

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

6.1 Final deliverables

Deliverables consist only of the edited photographs, video, floor plans, virtual tour links, or other finished media expressly listed in the Booking Summary. Unless a specific number is promised there, image counts are estimates and vary with property size, condition, access, duplication, and the Photographer's professional judgment. Duplicate, test, technically unsuitable, or artistically rejected captures are not deliverables.

6.2 Creative and technical discretion

The Client has reviewed the Photographer's portfolio and accepts that composition, lens choice, lighting, color, contrast, crop, retouching, and image selection involve professional judgment. The Photographer will make reasonable efforts to follow a written shot list, but a shot list does not override safety, access, time, property condition, platform rules, or the Photographer's professional judgment.

6.3 Delivery timing

The Photographer will use reasonable efforts to deliver within the estimate stated in the Booking Summary or, if none is stated, within the Photographer's ordinary turnaround for the booked service. Delivery estimates are not guarantees when delay results from late information, access problems, requested changes, platform outages, weather, illness, equipment failure, or another event outside the Photographer's reasonable control.

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

The Photographer will correct a verified technical error caused by the Photographer at no additional charge when a reasonable correction is possible. Preference changes, newly requested angles, changed staging, changed weather, new property conditions, inaccurate instructions, missed access, additional retouching, and work outside the original scope may be billed at current rates. A complimentary reshoot is not owed when the original media accurately reflects the conditions present and substantially conforms to the Booking Summary.

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.

7 Copyright and Licensing

The Photographer keeps the copyright and grants a defined license for the Client's property-marketing needs.

7.1 Copyright ownership

All photographs, video, graphics, floor plans, virtual tour media, and other original creative material made by the Photographer remain the Photographer's copyrighted work unless a separate written copyright assignment signed by the Photographer states otherwise. The services are not commissioned as a work made for hire. Payment purchases services and the license stated in this Agreement, not ownership of copyright or source materials.

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 a different term, the property-marketing license continues while the Client or the Client's brokerage actively represents the Property for the listing that prompted the assignment, and ends when that listing expires, is withdrawn, transfers to another representative, or closes. The Client may retain already published sold or closed announcements and may display the work in the Client's own professional portfolio, but may not use it to market a new listing, rental, resale, or unrelated business without a new license.

7.4 No assignment or sublicense

The Client may not sell, assign, transfer, sublicense, or give the media to another person or business except for the Authorized Users and platform uses described in Section 8. Providing a download link or file does not grant the recipient a license. A later listing agent, buyer, seller, builder, architect, designer, stager, contractor, publication, or vendor must obtain separate written permission from the Photographer.

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

The Photographer may suspend the license by written notice if payment is overdue or the Client materially breaches the license. The Client must stop new use and remove media from channels under the Client's control until the breach is cured. Broader, extended, exclusive, commercial, editorial, or third-party rights require a separate written license and may require an additional fee.

8 Usage Rights

After full payment, the Client may use the final delivered media only for the property and purposes stated here.

8.1 Permitted property-marketing use

The Client may reproduce and display the final delivered media to advertise the specified Property through multiple listing services, listing portals, customary syndication, the Client's or brokerage's website and social channels, email, digital advertising, printed flyers, brochures, postcards, presentation materials, and on-property signage. Use must be connected to the listing or to the Client's truthful promotion of the Client's work on that transaction.

8.2 Authorized Users

Authorized Users are the individual Client, the Client's named real estate team, and the brokerage responsible for the specified listing. They may use the media only for that listing and only during the license term. The Client is responsible for communicating these limits to Authorized Users and for reasonably addressing misuse within the Client's control.

8.3 Listing services, portals, and syndication

The Client may upload the media to listing services, portals, social networks, printers, and advertising vendors when reasonably necessary for permitted use, including ordinary platform syndication. The Photographer does not control and is not responsible for a platform's compression, cropping, downtime, data practices, continued archival display, or use outside the rights granted by that platform's terms. The Client should review any platform terms that claim rights broader than needed.

8.4 Historical and portfolio use by the Client

After the active listing ends, the Client may keep previously published posts, webpages, and closed-sale materials as a historical record and may include the media in a portfolio of the Client's completed transactions. The media may not be used to imply that the Property is currently available or that the Client represents a later sale, lease, owner, or business.

8.5 Prohibited third-party and unrelated use

The license does not cover independent advertising by a seller, buyer, new agent, builder, architect, interior designer, stager, contractor, landlord, property manager, vacation-rental operator, hotel, publication, brand, or vendor. It also does not cover stock licensing, resale, product promotion, design awards, editorial publication, commercial sponsorship, or use to market another property. Those uses require the Photographer's prior written license.

8.6 No false endorsement or unlawful use

The media may not be used in a deceptive, defamatory, unlawful, or misleading manner, or in a way that falsely suggests the Photographer endorses a person, product, service, political message, or claim. The Client remains responsible for listing content, disclosures, advertising compliance, and the context in which the media is used.

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

Edits must preserve the integrity of the Photographer's work and must not create a misleading representation of the Property.

10.1 Permitted formatting

The Client and Authorized Users may resize, proportionally crop, compress, and convert final files as reasonably necessary for permitted platforms and print layouts. They may place the media in a layout with truthful text, a brokerage logo, contact information, or a border, provided the underlying image is not materially altered and copyright information is not intentionally removed.

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 Permanent features and material conditions

The Photographer may refuse an edit that would conceal or misrepresent a permanent feature, material defect, safety hazard, property boundary, neighboring condition, view obstruction, installed fixture, or another fact that may be important to a reasonable viewer. The Client is responsible for determining what must be disclosed under applicable law, professional rules, and platform policies.

10.4 Virtual staging, sky replacement, and conceptual edits

Virtual staging, object removal, sky replacement, virtual twilight, and other conceptual edits will be performed only when included in the Booking Summary or separately approved. The Photographer may label or deliver alternate versions when appropriate. The Client must make any disclosure required by law, professional rule, or platform policy and accepts that a platform may reject or relabel edited media.

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 a sale, lease, showing level, inquiry level, ranking, platform acceptance, publication, specific financial result, or a particular response from a seller, buyer, brokerage, listing service, or audience.

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 commission, 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 Property conditions and personal injury

The Photographer is not responsible for a pre-existing condition, hidden defect, undisclosed hazard, unsafe area, ordinary wear, pet or occupant conduct, or damage caused by following the Client's instructions. The Photographer remains responsible, subject to this Section, for direct physical damage or injury proven to have been caused by the Photographer's negligence.

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 the acts, omissions, outages, policies, compression, display changes, account restrictions, or data practices of a listing service, portal, host, printer, social network, delivery platform, payment processor, or other independent third party. The Photographer will reasonably assist with a correctable delivery issue 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 will not knowingly publish or disclose nonpublic alarm codes, lockbox codes, keys, private documents, or security details learned solely through the assignment, except to personnel who need the information to perform the services or as required by law. The Client should use temporary credentials when practicable and change any credential the Client believes has been compromised.

12.2 People and personal items

The Client will arrange consent for any person intentionally included in the media and will tell the Photographer before the assignment if an occupant, minor, artwork, document, or area must not be photographed. The Photographer may omit a requested image when consent, privacy, safety, or authority is uncertain.

12.3 Photographer portfolio use

Unless the Client selects a written privacy restriction before the assignment, the Photographer may display final media after the Property is publicly marketed or the transaction has closed for the Photographer's portfolio, website, social media, studio samples, professional education, competitions, and self-promotion. The Photographer will not intentionally disclose nonpublic access information or identify an owner or occupant without consent. Public listing information may be used to describe the project.

12.4 Privacy restriction requests

A Client with a safety, confidentiality, luxury-market, off-market, or occupant-privacy concern should request a portfolio restriction in writing before the assignment. The Photographer will confirm any accepted restriction in the Booking Summary or another written record. A later request will be honored for future use under the Photographer's control, but the Photographer cannot guarantee removal from printed materials, archives, screenshots, reposts, or third-party platforms already published in accordance with this Agreement.

13 Contractual Terms

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

13.1 Independent contractor

The Photographer is an independent contractor and not the Client's employee, partner, joint venturer, fiduciary, or real estate representative. The Photographer controls the means and methods of performing the services, subject to the booked scope, site rules, safety requirements, 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	PROPERTY ADDRESS
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.