



PARKER VISUAL LLC

CLIENT SERVICES AGREEMENT

Reference copy. You'll receive your copy to sign after your booking is confirmed.

This Agreement is entered into between Parker Visual LLC ("Photographer") and the client named below ("Client"). Please review all sections, initial where indicated, and sign at the end.

SESSION DETAILS

CLIENT NAME

CLIENT EMAIL

CLIENT PHONE

SESSION TYPE

SESSION DATE

SESSION START TIME

SESSION LOCATION

SESSION DURATION

EDITED IMAGES INCLUDED

TOTAL SESSION FEE

RETAINER DUE AT SIGNING

BALANCE DUE

BALANCE DUE DATE

ESTIMATE / INVOICE NO.

The retainer is non-refundable. Unless a different schedule is written above, the balance is due on or before the session date.

SERVICES

1. Services

Parker Visual LLC will provide portrait photography services on the date, at the location, and for the session type confirmed in the booking. Services include the session itself, professional editing of the agreed number of images, and delivery of the final edited gallery via an online gallery platform.

Any services not listed in the booking confirmation, estimate, or invoice are not included and must be arranged and priced separately.

2. Artistic License

Parker Visual LLC retains full creative discretion over all aspects of the session, including composition, lighting, location selection within the agreed area, posing guidance, image culling, and post-processing style. Editing style is consistent across Parker Visual LLC's body of work. Requesting Parker Visual LLC to replicate the specific style of another photographer's work is outside the scope of this agreement.

3. No Guarantee of Specific Images

Parker Visual LLC will make every reasonable effort to capture images that meet Client's expectations. However, Parker Visual LLC cannot guarantee specific poses, expressions, moments, or outcomes. Results depend on the cooperation of all subjects, available light, location conditions, and other variables outside Parker Visual LLC's control. Dissatisfaction with creative outcomes, absent a material failure to deliver the agreed number of edited images, does not entitle Client to a refund.

4. Additional Subjects

The session fee covers the number of subjects reasonably implied by the session type confirmed at booking. Subjects added on the day of the session beyond the expected group size may result in additional fees, which will be communicated before the session concludes.

5. Guests and Other Cameras

Guests who are not being photographed may attend the session at Parker Visual LLC's discretion. Client is responsible for the conduct of all guests.

Photography and video recording of the session by Client, guests, or any third party, including with mobile phones, is not permitted while Parker Visual LLC is working, unless invited to do so by Parker Visual LLC. Images captured by others are outside Parker Visual LLC's control, compete for subjects' attention, and may compromise the quality of the session.

Guests may not direct, pose, or instruct subjects during the session, unless invited to do so by Parker Visual LLC. Parker Visual LLC may ask any guest whose presence or conduct is interfering with the session to step back or leave the immediate area. Guests who appear in delivered images are subject to the additional-subject terms of this Agreement.

PAYMENT

6. Retainer

A non-refundable retainer is due at the time of booking to confirm the session date. The retainer amount is listed in the booking confirmation, estimate, or invoice. The session date is not held until the retainer is received.

If Parker Visual LLC does not confirm a booking request submitted online, any retainer paid with that request will be refunded in full.

7. Balance Due

The remaining session balance is due on or before the date of the session. Parker Visual LLC reserves the right to delay delivery of the final gallery until the balance has been paid in full.

8. Accepted Payment Methods

Payment is accepted via Square (credit/debit card) or cash. Personal checks are not accepted.

9. Late Payments

If the balance is not received by the session date, Parker Visual LLC will contact Client to arrange payment. Parker Visual LLC is not obligated to begin editing or deliver images until the balance is paid in full.

10. Chargebacks and Payment Disputes

Client agrees to contact Parker Visual LLC directly to resolve any billing concern before initiating a chargeback, payment dispute, or reversal with their financial institution or payment provider. Initiating a chargeback for services rendered in accordance with this Agreement constitutes a breach of this Agreement, and Client remains responsible for the full amount owed plus any fees assessed to Parker Visual LLC in connection with the dispute. Amounts properly forfeited under the retainer and cancellation provisions of this Agreement are not grounds for a chargeback.

11. Travel Fees

Any applicable travel fee was disclosed prior to booking and is included in the total session fee. Travel fees are non-refundable once the session date is confirmed.

12. Location Changes

The session location is as confirmed in the booking, estimate, or invoice. Any change to the confirmed location must be agreed to by Parker Visual LLC in advance.

Requests to change the session location made on the day of the session, or with insufficient notice for Parker Visual LLC to plan or scout the new location, are accommodated at Parker Visual LLC's sole discretion. Parker Visual LLC is under no obligation to agree to a change of location and may proceed at the confirmed location.

If a location change is accommodated, time spent traveling between locations counts against the confirmed session duration, and the session will end at the originally scheduled end time unless an extension is agreed upon and paid for in advance. If the new location falls outside the travel area included in the session fee, an additional travel fee may apply and will be communicated before the session concludes.

Client remains responsible for securing any permits, permissions, or property access required at the new location. Parker Visual LLC is not responsible for results limited by conditions at a location it has not had reasonable opportunity to scout, including light, crowding, access, or background conditions.

CANCELLATION AND RESCHEDULING

13. Non-Refundable Retainer Policy

The retainer compensates Parker Visual LLC for holding the session date and turning away other bookings. It is non-refundable under all circumstances, including Client-initiated cancellation.

Client must initial this clause.

Client Initials

14. Client Cancellation

If Client cancels the session, the retainer is forfeited. If Client wishes to reschedule, Parker Visual LLC will apply the retainer toward a future session of equal or greater value, subject to availability, provided the reschedule request is made at least 72 hours before the original session date.

15. Cancellations Within 72 Hours

Cancellations made within 72 hours of the session date forfeit the retainer and are not eligible for a reschedule credit, except at Parker Visual LLC's sole discretion.

16. Photographer Cancellation

If Parker Visual LLC must cancel a session, Client will receive a full refund of the retainer and any other amounts paid. Parker Visual LLC will make reasonable efforts to offer an alternative date.

17. Weather and Outdoor Sessions

For outdoor sessions, Parker Visual LLC and Client will assess weather conditions together no later than 24 hours before the session. If conditions are unsafe or unsuitable, the session will be rescheduled at no additional charge and the retainer will carry forward to the new date. Mild overcast is generally good for portrait photography and does not constitute grounds for rescheduling.

18. Rescheduling Limit

Client may reschedule once using the retainer credit, subject to availability. A second reschedule request requires a new non-refundable retainer to hold the new date. The original retainer is not transferable to a third session date.

19. Booking Expiration

If a rescheduled session has not been confirmed to a new date within 90 days of the original session date, the retainer is forfeited and the booking is released. Client must initiate rescheduling within 90 days to retain credit toward a future session.

20. Right to Discontinue

Parker Visual LLC reserves the right to end a session early or decline to continue if Client or any subject engages in behavior that is harassing, threatening, physically unsafe, or that makes it impossible to work professionally. In such cases, the retainer and any fees paid are forfeited and Parker Visual LLC has no further obligation under this agreement.

DELIVERABLES AND TIMELINE

21. Edited Images

Parker Visual LLC will deliver the number of professionally edited images listed in the booking confirmation, estimate, or invoice. Editing includes color correction, exposure adjustment, and professional retouching (skin, blemish removal, and cleanup appropriate to the session type). Parker Visual LLC has full discretion over which images from the session are selected for editing.

22. Delivery Method and Timeline

Edited images will be delivered via an online gallery platform. Client will receive a gallery link and access instructions by email. Standard delivery is within 5 to 7 business days of the session date. Rush delivery (within 48 hours) is available for an additional fee.

Delivery timelines may be extended during peak season or in the event of illness, equipment failure, or other circumstances beyond Parker Visual LLC's reasonable control. Parker Visual LLC will notify Client of any material delay and provide a revised delivery estimate.

23. Gallery Availability

Client galleries remain accessible for 90 days from the date of delivery. Client is responsible for downloading their images before the gallery expires. Parker Visual LLC is not obligated to restore galleries that have expired.

24. File Retention

Parker Visual LLC will retain edited image files for a minimum of ninety (90) days following delivery. After that period, Parker Visual LLC has no obligation to retain, archive, or reproduce any files from the session. Client is solely responsible for downloading and maintaining backup copies of delivered images. Requests to recover or re-deliver files after the retention period may be accommodated at Parker Visual LLC's sole discretion for a recovery fee.

25. Image Selection Deadline

If Client is required to select images from a proof set before editing begins, selections must be submitted within 14 days of proof delivery. If no selections are received within 14 days, Parker Visual LLC will select images on Client's behalf at its sole discretion. Those selections will constitute final delivery under this agreement.

26. Editing Adjustments

One round of minor adjustment requests (crop, color tone, brightness) on delivered images is included at no additional charge. Requests must be submitted within 14 days of gallery delivery. Additional editing rounds or retouching requests beyond the included round are billed at \$20 per image.

27. Print Orders and Lab Products

Prints, albums, and other physical products ordered through Parker Visual LLC are produced by a professional photographic lab and are subject to that lab's production and shipping timelines. Payment for all print orders is due in full at the time of order.

Print production and delivery timelines are separate from the digital gallery delivery timeline set forth in this Agreement. Estimated arrival dates are provided in good faith and are not guaranteed.

Prints are color-managed and produced from Parker Visual LLC's calibrated files. Variation between a printed product and the appearance of an image on a consumer monitor, phone, or tablet is normal and does not constitute a defect.

Physical products are made to order and are not eligible for return, exchange, or refund except where the product arrives damaged or is materially defective in production. Client must report any damage or defect, with photographs,

within seven (7) days of delivery. Parker Visual LLC will arrange a replacement of any product it determines to be damaged or defective.

Images printed by Client through a third-party lab or consumer printing service are governed by the print release terms of this Agreement, and Parker Visual LLC is not responsible for the results.

28. Raw Files

Raw (unedited) files are the exclusive property of Parker Visual LLC and are not included in this agreement. Raw files may be made available only through a separate written agreement and are subject to additional fees.

ARTIFICIAL INTELLIGENCE

29. AI-Assisted Editing Tools

Parker Visual LLC uses AI-assisted tools as part of the standard editing and retouching workflow, including for tasks such as background cleanup and image enhancement. All creative decisions remain the professional judgment of Parker Visual LLC. Client acknowledges and consents to the use of AI-assisted tools as part of the editing process.

Parker Visual LLC does not use AI to alter or generate the subjects depicted in any image or to produce synthetic portraits. All subjects in delivered images are real people photographed during the confirmed session.

Parker Visual LLC does not use Client images, session photographs, or the likenesses of any subjects to train, develop, fine-tune, or improve any artificial intelligence system or machine learning model.

30. AI Training Prohibition

The personal use license granted to Client does not include the right to use delivered images, or the likenesses of any subjects depicted in those images, to train, develop, fine-tune, test, or improve any artificial intelligence system, machine learning model, or automated image recognition or generation tool. This prohibition applies to Client and any third party to whom Client provides access to the images.

COPYRIGHT AND IMAGE LICENSING

31. Copyright Ownership

Parker Visual LLC retains full copyright ownership of all images produced under this agreement. This agreement does not transfer copyright or any ownership interest in the images to Client.

32. Personal Use License

Parker Visual LLC grants Client a non-exclusive, non-transferable license to use the delivered images for personal, non-commercial purposes. Permitted personal uses include printing for personal display, sharing on personal social media, and gifting to family and friends.

33. Print Release

Client is granted the right to reproduce the delivered images in print for personal, non-commercial use, in any quantity, at the lab or printer of Client's choosing. This print release does not transfer copyright and does not permit commercial use, resale, sublicensing, or distribution of the images to any third party for their own use. Photographer is not responsible for color accuracy, cropping, or print quality produced by third-party labs or consumer printing services, as these are outside Photographer's control and are not calibrated to Photographer's editing profile.

34. Prohibited Uses

Client may not use the images for commercial purposes, including but not limited to advertising, product promotion, editorial use on behalf of a third party, or licensing to any other person or entity. Commercial use requires a separate written commercial license agreement.

35. Image Integrity

Delivered images may not be altered, edited, cropped, filtered, or otherwise modified by Client or any third party without the prior written consent of Parker Visual LLC. This includes the application of social media filters, presets, or automated enhancements that materially change the appearance of the image. Watermarks, credits, or embedded metadata may not be removed or obscured. Minor cropping to fit platform dimension requirements is permitted.

36. Corporate and Commercial Use

Clients booking headshot or corporate sessions acknowledge that the personal use license covers standard professional use, including LinkedIn profiles, company profile pages, internal directories, and personal professional portfolios. Use of images in paid advertising, brand campaigns, product marketing, or any other commercial context requires a separate written commercial license agreement and additional fee. Clients intending commercial use must notify Parker Visual LLC at or before the time of signing so that appropriate licensing can be arranged before the session.

37. Photo Credit

Client is encouraged but not required to credit Parker Visual LLC when sharing images publicly. Suggested credit: "Photo: Parker Visual."

MODEL RELEASE

38. Model Release — Grant of Rights

In consideration of photography services rendered, Client grants Parker Visual LLC the non-exclusive, royalty-free, worldwide, perpetual right and license to use, reproduce, publish, display, and distribute images from this session for the following purposes: Parker Visual LLC's portfolio (print and digital); Parker Visual LLC's website and online galleries; social media accounts operated by Parker Visual LLC; printed marketing materials promoting Parker Visual LLC's services; and entry into photography competitions or awards on behalf of Parker Visual LLC.

Client must initial this clause.

Client Initials

39. Model Release — Excluded Uses

The model release granted above does not authorize use of the images in commercial advertising on behalf of any third party, in stock photography libraries, or in any context that implies Client endorses a product or service not operated by Parker Visual LLC.

40. Model Release — Privacy Request

If Client does not wish their images to be used for portfolio or marketing purposes, Client must notify Parker Visual LLC in writing at Hello@ParkerVisual.com at or before the time of signing. Parker Visual LLC will honor reasonable privacy requests at its discretion.

41. Minors

If any subject photographed during the session is under 18 years of age, the parent or legal guardian signing this agreement confirms they have authority to grant the model release rights on behalf of the minor.

LIMITATION OF LIABILITY

42. Assumption of Risk

Client acknowledges that photography sessions, particularly those conducted outdoors, may involve inherent risks including uneven terrain, weather conditions, proximity to water, traffic, and other hazards. Client participates voluntarily and assumes all risk of personal injury, illness, or property damage arising from participation in the session, except to the extent caused by Parker Visual LLC's gross negligence or willful misconduct. Client is responsible for the safety and supervision of all subjects in Client's party, including minors and animals. Parker Visual LLC may suspend, relocate, or end the session at any time if conditions become unsafe in its judgment.

43. Equipment and Technical Failure

In the unlikely event of equipment failure, media corruption, or other technical failure that results in the loss of images, Parker Visual LLC's liability is limited to a refund of amounts paid. Parker Visual LLC is not liable for consequential, indirect, or incidental damages of any kind.

44. Venue Restrictions

Parker Visual LLC is not responsible for restrictions imposed by a venue, property owner, or third party that limit or prohibit photography. Client is responsible for securing any necessary permissions for the session location in advance.

45. Force Majeure

Parker Visual LLC is not liable for failure to perform due to circumstances beyond its reasonable control, including but not limited to severe weather, public health emergencies, transportation disruptions, or other force majeure events. In such cases, Parker Visual LLC will work with Client in good faith to reschedule.

46. Maximum Liability

In no event shall Parker Visual LLC's total liability to Client exceed the total amount paid by Client under this agreement.

INDEMNIFICATION

47. Indemnification

Client agrees to indemnify, defend, and hold harmless Parker Visual LLC and its owner from any and all claims, damages, losses, costs, and expenses (including reasonable attorney's fees) arising from: (a) Client's use of the delivered images outside the scope of the personal use license granted in this agreement; (b) Client's breach of any provision of this agreement; or (c) any third-party claim arising from Client's conduct in connection with the session or this agreement.

Client must initial this clause.

Client Initials

CLIENT RESPONSIBILITIES

48. Client Responsibilities

Client agrees to: arrive at the session location at the agreed start time (sessions that begin late due to Client's tardiness will end at the originally scheduled time unless an extension is agreed upon in advance); notify Parker Visual LLC of any location restrictions, permits required, or special circumstances that may affect the session; ensure that all subjects to be photographed are informed of and prepared for the session; cooperate in good faith during the session. For in-home sessions: ensure the space is accessible, reasonably prepared for photography, and has adequate natural light or open space for the session setup. Parker Visual LLC is not responsible for outcomes limited by the physical constraints of the space.

GENERAL PROVISIONS

49. Severability

If any provision of this agreement is found to be unenforceable or invalid under applicable law, that provision will be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remainder of this agreement will continue in full force and effect.

50. Waiver

Parker Visual LLC's failure to enforce any provision of this agreement in a particular instance does not constitute a waiver of that provision or Parker Visual LLC's right to enforce it in the future.

51. Electronic Signatures

Electronic signatures, whether submitted through a digital signing platform, email confirmation, or other electronic means, are legally valid and binding to the same extent as handwritten signatures.

52. Mediation

Before initiating any legal action arising from this agreement, both parties agree to make a good-faith effort to resolve the dispute through mediation. Mediation costs shall be shared equally unless otherwise agreed. This requirement does not apply in cases where immediate legal relief is necessary to prevent irreparable harm.

53. Notices

All official notices under this agreement must be submitted in writing to Hello@ParkerVisual.com (for Parker Visual LLC) or to the email address on file for Client.

54. Assignment

Neither party may assign or transfer their rights or obligations under this agreement without the prior written consent of the other party.

GOVERNING LAW AND ENTIRE AGREEMENT

55. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising under this agreement shall be resolved in the courts of Suffolk County, Massachusetts.

56. Incorporation of Estimate, Invoice, and Booking Confirmation

To the extent Photographer has issued and Client has approved or received any estimate, invoice, or booking confirmation for the session described in this Agreement, each such document is incorporated into and made part of this Agreement. Where they exist, these documents establish the session type, session date, location, duration, number of edited images, total fee, and payment due dates.

By signing this Agreement, Client confirms agreement to the terms of any such estimate, invoice, or booking confirmation, as well as the terms set forth herein.

In the event of a conflict between any such document and this Agreement, that document controls as to the description of services, the total fee, and payment due dates. This Agreement controls as to all other terms, including without limitation the refundability and forfeiture of amounts paid, copyright and licensing, model release, limitation of liability, and indemnification.

Where no estimate, invoice, or booking confirmation has been issued, the session details set forth in this Agreement govern in full.

57. Entire Agreement

Except for any estimate, invoice, or booking confirmation incorporated by reference above, this agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions, representations, and agreements. No modification of this agreement is effective unless made in writing and signed by both parties.

ACKNOWLEDGEMENT AND SIGNATURES

By signing below, Client confirms they have read, understood, and agree to all terms of this Agreement, including the clauses initialed above. Client confirms they have authority to enter into this Agreement and, where any subject is under 18 years of age, to grant the model release rights on that subject's behalf.

CLIENT

SIGNATURE

DATE

PRINT NAME

PHONE

PARKER VISUAL LLC

SIGNATURE

DATE