



**MISSILE STUDIOS, LLC**

**PHOTOGRAPHY SERVICES AGREEMENT + ELECTRONIC SIGNATURE CONSENT**

Agreement Version: 02-04-2026

Studio Address: 400 S Broad St, STE C, Lancaster, OH 43130

## 0. PARTIES, DEFINITIONS, AND NOTICES

**0.1 Parties.** This Photography Services Agreement (“Agreement”) is between Missile Studios, LLC, an Ohio limited liability company (“Studio”), and the adult person or entity booking services (“Client”). Client must be at least eighteen (18) years old. If any Subject is under eighteen (18) years old on the Session date (“Minor Subject”), the person accepting this Agreement must be that Minor Subject’s parent or legal guardian, or a person with legal authority to sign and consent on the Minor Subject’s behalf (“Authorized Signer”). The Authorized Signer is the Client for all purposes under this Agreement and accepts full financial responsibility and compliance obligations.

**0.2 Joint responsibility.** Client and Authorized Signer (if any) are jointly and severally responsible for all obligations, fees, charges, and compliance under this Agreement.

### 0.3 Definitions.

- (a) “Booking Details” means the service, package, add-ons, session date/time, session length, location, subject count, and price selected at checkout.
- (b) “Session” means the photography appointment described in the Booking Details.
- (c) “Subject(s)” means the person or people photographed in the Session.
- (c1) “Minor Subject” means a Subject under eighteen (18) at the start of the Session.
- (c2) “Authorized Signer” means the parent or legal guardian of a Minor Subject, or a person with legal authority to sign and consent on the Minor Subject’s behalf. The Authorized Signer is the Client for all purposes under this Agreement.
- (d) “Proofs” means watermarked or unpurchased selection images provided for selection purposes only.
- (e) “Finals” means the purchased, edited final image files delivered by the Studio.
- (f) “Studio BTS” means any behind-the-scenes photo or video captured by the Studio during or around the Session.
- (g) “Business Day” means Monday through Friday, excluding U.S. federal holidays.
- (h) “Calendar Day” means any day on the calendar.
- (i) “Written” or “in writing” means sent through one of the Studio’s Official Communication Channels only: (i) the Client portal message system, (ii) email to support@missilephoto.com, or (iii) SMS/text message to the Studio’s published business phone number. Communications sent through any other method, including AI chat assistance, are not “Written” and do not modify this Agreement.
- (j) “Photographer” means the Studio’s photographer assigned to the Session and includes any Studio-approved substitute.
- (k) “Client Account” means the account created by Client through the Studio’s booking platform used to book services, accept terms, manage appointments, and access session-related records.
- (l) “Client Portal” means the Studio’s account-based portal within the booking platform, accessible through the Client Account, that may include My Bookings, messaging, invoices/receipts, selection galleries, delivery links, and other session-related tools.
- (m) “My Bookings” means the appointment-management section inside the Client Portal where Client can view, reschedule, or cancel appointments and where the official appointment status/date/time is displayed.

- (n) “Official Communication Channels” means: (i) the Client Portal message system, (ii) email to support@missilephoto.com, or (iii) SMS/text message to the Studio’s published business phone number.

**0.4 Notices and official records.** The Studio’s records, including Client portal history, booking records, payment records, and related system logs, are the official record for scheduling, policy acceptance, deliverables, and disputes. Screenshots may be considered, but screenshots alone do not override the Studio’s records.

**0.5 Scheduling changes require My Bookings.** Any request or discussion about rescheduling, cancellation, or appointment changes does not change the appointment unless (a) the Studio confirms the change in writing through an Official Communication Channel, and (b) the updated appointment appears in My Bookings. The appointment shown in My Bookings is the only official appointment time.

**0.6 Controlling copy and order of precedence.** The version of this Agreement presented and accepted through the Studio’s official booking system at checkout controls for that booking. Any website display or other copy is provided for convenience and may contain formatting differences. If there is a discrepancy: (a) Booking Details control for service selected, date/time, duration, location, and price; (b) this Agreement controls for all other terms; and (c) policies presented or linked at checkout control as incorporated under Section 2.2.

**0.7 Calls, screening, and response timing.** The Studio screens phone calls. Voicemails may not be monitored. The Studio does not guarantee a same-day response to calls and responds primarily through the Official Communication Channels during Business Days. For time-sensitive matters, Client must use the Official Communication Channels. If a response is not received, Client is responsible for checking the Studio website FAQ and the Client Portal for policy and appointment instructions. Appointment changes remain self-managed through My Bookings.

## 1. ELECTRONIC SIGNATURE CONSENT AND BINDING ASSENT

**1.1 Electronic transaction.** Client and/or Authorized Signer agrees to conduct this transaction electronically and to receive this Agreement and related records electronically.

**1.2 What counts as acceptance and signature.** Client and/or Authorized Signer understands acceptance is captured through required actions, including a required acceptance checkbox and a typed, drawn, or uploaded signature in a signature field. Client and/or Authorized Signer agrees those actions authenticate and adopt this Agreement in full.

**1.3 Attribution and intent.** Client and/or Authorized Signer agrees the electronic acceptance and signature are attributable to Client and/or Authorized Signer and may be shown by surrounding circumstances and security procedures used by the booking system.

**1.4 Effective moment.** This Agreement becomes effective when Client and/or Authorized Signer completes the online booking by (a) accepting this Agreement and (b) successfully submitting the required Deposit payment.

**1.5 Record of acceptance.** Client and/or Authorized Signer agrees the Studio's booking system records acceptance details (including timestamps and related transaction logs) and those records may be used as evidence of agreement.

**1.6 Access to records; copies; withdrawal.** Client and/or Authorized Signer confirms access to a device and software capable of viewing and saving this Agreement and receiving notices electronically. Client and/or Authorized Signer may request a copy at [support@missilephoto.com](mailto:support@missilephoto.com). Any withdrawal of consent to receive records electronically applies only going forward and does not affect the validity or enforceability of any acceptance, signature, or record already captured for this transaction.

## 2. BOOKING DETAILS AND POLICIES INCORPORATED BY REFERENCE

**2.1 Booking Details.** This Agreement applies to the specific service, package, add-ons, session date/time, session length, location, and pricing selected at checkout ("Booking Details").

**2.2 Incorporated Policies.** Any Studio policies linked or presented at checkout that govern digital delivery, turnaround, revisions, studio rules, checkout, rescheduling, cancellations, and related workflow are incorporated by reference and form part of this Agreement. The versions presented or linked at the time of booking control for that booking. Policy updates apply only to future bookings unless the Client affirmatively accepts updated terms for an existing booking in the Studio's checkout system.

**2.3 Conflict control.** If there is a direct conflict between this Agreement and Booking Details regarding service selected, date/time, duration, location, or price, the Booking Details control. For all other terms, this Agreement controls.

**2.4 Session location.** Session location is as listed in the Booking Details. If the Booking Details do not list a different location, the default location is Missile Studios, LLC, 400 S Broad St, STE C, Lancaster, OH 43130.

## 3. SCOPE OF SERVICES AND CREATIVE CONTROL

**3.1 Services limited to Booking Details.** The Studio provides only the service, package, subjects, duration, and add-ons listed in the Booking Details. Anything not listed is not included.

**3.2 Creative discretion.** Missile Studios retains creative control over lighting, posing direction, angles, composition, and editing approach consistent with the Studio's established style.

**3.3 No guaranteed outcomes.** Client understands photography is subjective and outcomes depend on factors including punctuality, preparedness, cooperation, and time usage. Missile Studios does not guarantee specific poses, expressions, backgrounds, or exact matches to inspiration images.

**3.4 No surprise service changes.** If Client arrives requesting a service not booked, not offered, or not approved in advance, the Studio may decline, offer an upgrade if available, or proceed only with the booked service. If Client refuses the booked service, the Session is treated as a Client cancellation and normal forfeiture terms apply.

**3.5 Photographer comfort and safety boundaries.** The Studio may refuse any request, pose, wardrobe choice, prop, direction, or activity that is unsafe, unlawful, harassing, discriminatory, sexually explicit, or outside the Studio's comfort, style, or professional standards. Refusal does not create a right to refunds.

**3.6 Subject count limit.** The number of people photographed ("Subjects") is limited to what is listed in the Booking Details. Additional Subjects require written approval and may require an upgrade, additional time, and additional fees. The Studio may refuse additional Subjects if schedule or setup does not allow.

**3.7 Realistic expectations and "exact match" requests.** Inspiration images are used as general reference only. The Studio will not replicate another creator's work exactly, including exact set design, styling, composition, or editing associated with another brand, photographer, campaign, or copyrighted work. Client agrees to allow the Studio's creative direction and style to control final results.

**3.8 On-location, travel, outdoor sessions, and accessibility alternatives (when applicable).**

- (a) Applies only if booked or agreed in writing. This section applies only when the Booking Details list a session location other than the Studio, or when the Studio agrees in writing to provide services outside the Studio ("On-Location Session").
- (b) Location access and permissions. Client is responsible for securing location access, permissions, permits, parking approvals, and any required property releases. Client confirms the location allows photography and that the Studio is permitted to work there. If access is delayed, restricted, or denied for any reason, session time may be reduced and fees remain due.
- (c) Location fees and third-party costs. Client is responsible for all location fees and third-party costs, including venue fees, permits, parking, tolls, entrance fees, and required staff/security fees. The Studio is not responsible for third-party rules, restrictions, closures, or delays.
- (d) Safety and working conditions. The Studio may pause, modify, or stop services if conditions are unsafe, unlawful, or materially interfere with photography, including hazards, aggressive behavior, unsafe crowds, restricted areas, weather, poor lighting conditions that cannot be reasonably corrected, or interference by staff or third parties. Fees remain due.
- (e) Weather and outdoor variables. Outdoor and travel sessions are subject to conditions outside the Studio's control. The Studio may reschedule for safety or equipment protection. Rescheduling is the primary remedy. No refunds apply except where required by law.
- (f) Equipment and setup limitations. On-location conditions may limit equipment, backdrops, and setup options due to space, power, rules, or available light. Client accepts that results may vary due to these limits.
- (g) No responsibility for Client travel or lodging. The Studio is not responsible for Client travel, lodging, styling, missed work, or vendor costs related to an On-Location Session.

- (h) Accessibility requests and alternatives when Studio access is not possible. If Client cannot access the Studio due to a disability-related access limitation (including stair access), Client must notify the Studio in writing as soon as reasonably possible, and preferably at least forty-eight (48) hours in advance, so options can be discussed. The Studio will make reasonable efforts as required by law, which may include reasonable modifications to workflow, effective communication methods, or an alternate location if offered by the Studio and confirmed in writing. An alternate location is not guaranteed, may require rescheduling, and may involve additional fees and third-party costs as applicable.
- (i) Reasonable limits and remedies. The Studio is not required to provide an accommodation that would fundamentally alter the nature of the service, create a direct threat to health or safety that cannot be reduced by reasonable steps, or impose an undue burden. If no reasonable option can be arranged after good-faith efforts, the Studio may reschedule. If cancellation becomes required by applicable law due to inability to provide access, the Studio will provide the remedy required by law for that Session. This is Client's sole remedy for that circumstance.
- (j) Service animals. Trained service animals are permitted as required by law. A service animal must remain under the handler's control and must be housebroken. If a service animal is out of control and the handler does not take effective action to control it, or if it is not housebroken, the Studio may require the animal to be removed while still offering the opportunity to receive services without the animal present. If it is not obvious that an animal is a service animal, the Studio may ask only the legally permitted questions and will not require documentation.

### **3.8 School, team, and organization media day sessions (on-location).**

- (a) Organization Representative. For school, team, or organization sessions (including "Media Day"), the person booking or signing represents they have authority to bind the school/team/organization ("Organization") to scheduling, payment, rules, and deliverables in the Booking Details and this Agreement.
- (b) Roster, schedule, and readiness. The Organization is responsible for providing an accurate roster, schedule, and on-site point of contact. The Organization and subjects must be ready at the scheduled start time. Late subjects may receive reduced time or may not be photographed. Fees remain due.
- (c) Safety, crowd control, and space. The Organization is responsible for maintaining a safe working area, crowd control, and keeping non-essential people out of the shooting area. The Studio may pause or stop services if the space becomes unsafe or interference continues. Fees remain due.
- (d) Minors and permissions. The Organization is responsible for obtaining all required parent/guardian permissions for minors to be photographed and for any intended use by the Organization. The Studio may rely on the Organization's representation that proper permissions are obtained.
- (e) Deliverables and selection. Deliverables, selection method, and turnaround timelines are as stated in the Booking Details and Section 9. If individual selection galleries are offered, the Organization is responsible for distributing instructions and deadlines to participants.
- (f) Usage by the Organization. Unless a written addendum states otherwise, the Organization may use purchased final images for standard internal and public promotion of the Organization, including website, yearbook-style or team pages, announcements, and organic social media posts. Paid advertising, sponsor advertising, and mass-distribution marketing require an Advertising Usage Upgrade in writing.

- (g) No responsibility for uniforms, grooming, or participation. The Studio is not responsible for uniforms, athlete appearance, participation decisions, eligibility, or school/team rules affecting who is photographed.

**3.9 Authority for Subjects and responsibility for permissions.** Client represents and warrants Client has obtained permission from all adult Subjects, and the Authorized Signer has obtained permission for any Minor Subject, to be photographed under this Agreement and to be present on the Studio premises under Studio rules. If any Subject is not the Client, the Studio may require that Subject and/or the Authorized Signer to sign a separate release or acknowledgment before being photographed. Client is responsible for ensuring all Subjects and guests comply with this Agreement while on the premises.

## **4. DEPOSIT, PAYMENTS, FEES, AND ALL SALES FINAL**

**4.1 Non-refundable retainer required.** A non-refundable retainer (“Deposit”) is due in full at the time of online booking. The session is not reserved and is not confirmed until the Deposit payment successfully processes through the Studio’s official booking system.

**4.2 Deposit is earned upon booking.** The Deposit is earned upon booking as a reservation fee for time held on the Studio calendar. The Deposit is non-refundable and non-transferable, except where prohibited by law. The Deposit is applied as a credit toward the booked session total only if Client attends the booked Session as scheduled or as properly rescheduled under this Agreement. If the Studio cancels a Session because the Studio cannot, after good-faith reasonable efforts, provide the booked services due to a disability-related access limitation and no reasonable alternative can be arranged, the Studio will provide the remedy required by law as described in Section 19.

**4.3 Remaining balance due day-of.** Day-of payments are collected in-studio using the Studio’s payment terminal and approved payment methods. The Studio does not accept payment instructions sent by text, email, DM, or voicemail as a substitute for in-studio payment. If the Studio offers a secure invoice or payment link in its discretion, payment must clear the same day.

**4.4 How day-of payment is collected.** For credit/debit card payments, the cardholder must be present with a valid government-issued photo ID.

**4.5 Accepted payment methods.** The Studio accepts: (a) credit or debit card, (b) approved digital wallets and peer-to-peer payments (Apple Pay, Cash App, Venmo), (c) cash (exact amount only), (d) ACH bank transfer, and (e) Missile Studios gift cards and eGift Cards.

**4.6 Not accepted.** The Studio does not accept: paper checks, cashier checks, money orders, PayPal, or any payment method not listed in Section 4.5.

**4.7 Card payment rules.** For any credit or debit card payment: (a) the cardholder must be present, (b) the physical card must be presented, and (c) the cardholder must present a valid government-issued photo ID. The Studio may refuse any card payment that does not meet these requirements. No card-not-present payments are accepted unless the Studio expressly provides a secure payment link in its discretion.

**4.8 Cash payment rules.** Cash must be the exact amount due. The Studio does not provide change. The Studio may verify bills for authenticity. Suspected counterfeit cash results in refusal of payment and services may be stopped or ended.

**4.9 Add-ons and post-session purchases.** Add-ons approved at booking are due as charged at checkout. Add-ons approved during the session, including overtime, are due the same day. Add-ons purchased after the session, including additional images, rush processing, extra retouching, re-delivery fees, and print orders, are due in full at the time of purchase and before additional work begins and before any additional deliverables are released.



**4.10 Payment authorization and approvals.** By booking, Client and/or Authorized Signer authorizes the Studio and its payment providers to charge the payment method used at booking only for: (a) the Deposit, (b) add-ons purchased at checkout, (c) rescheduling fees, (d) returned payment fees, and (e) any additional amounts that Client separately approves through the Studio's checkout system, payment terminal, or a secure invoice/payment link issued by the Studio. The Studio will not charge any stored payment method for day-of remaining balances, overtime, time recovery, additional images, rush processing, extra retouching, re-delivery fees, print orders, or any other add-on unless Client separately authorizes that specific charge amount at the time of purchase.

**4.11 Declines and nonpayment consequences.** If any payment is declined, reversed, disputed, or not paid when due: (a) services may pause or end, (b) delivery will be withheld until all balances and applicable fees are paid in full, and (c) unpaid balances may be invoiced, sent to collections, and/or escalated to legal counsel. Collection and enforcement costs will be billed to Client and/or Authorized Signer where permitted by law.

**4.12 Change-of-mind.** Client understands photography services reserve time on the Studio calendar and involve custom work. Client deciding they no longer want, need, or intend to use the images is not a basis for refunds or charge reversals and does not create a right to a refund, credit, reshoot, or cancellation of valid charges. This applies after booking, after the Session, and after delivery.

**4.13 Taxes.** Client is responsible for any applicable sales, use, or similar taxes imposed on the services or deliverables for the Session, if any, and the Studio may collect such taxes where required.

**4.14 All sales final.** All purchases are final. No refunds are issued for deposits, session fees, add-ons, rush fees, additional images, time upgrades, or print products, except where required by law.

**4.15 Gift Cards and eGift Cards as Payment.**

- (a) Permitted use. Missile Studios gift cards and eGift Cards may be used to pay the \$99 Deposit at online booking and may be used in-studio toward the remaining balance and eligible add-ons, subject to the Gift Card Terms posted on the Studio website at the time of gift card purchase, which are incorporated by reference.
- (b) Deposit rules still apply. If a gift card/eGift Card is used to pay the Deposit, the Deposit is considered redeemed and earned upon booking under Section 4.2. If the appointment is canceled, rescheduled beyond allowed limits, or treated as a no-show under Section 7, the Deposit is forfeited even if paid by gift card/eGift Card, and no amount is reissued back to the gift card/eGift Card, except where required by law.
- (c) No cash; final sale. Gift cards/eGift Cards are not redeemable for cash except as required by law. Gift card/eGift Card purchases are final and non-refundable except as required by law.
- (d) Loss and fraud. The Studio is not responsible for lost, stolen, deleted, misdirected, or unauthorized use of gift card/eGift Card codes. Gift cards/eGift Cards may be voided if the original purchase is reversed, disputed, or determined to be fraudulent.
- (e) Expiration. eGift Cards expire five (5) years from the purchase date, unless a longer period is required by law.

## 5. ARRIVAL + LATE ARRIVAL DETAILS

**5.1 Arrival time definition.** “Arrival” means checked-in and ready to begin at the booked start time, not pulling into the parking lot.

**5.2 Grace period (does not add time).** The Studio provides a fifteen (15) minute grace period as a courtesy. The Session time begins at the scheduled start time, and the scheduled end time does not change. If the Studio chooses to extend time due to schedule availability, that extension is a courtesy, not guaranteed, and does not create a right to future extensions, refunds, or credits.

### 5.3 Late arrival tiers and Studio discretion.

- (a) 1–15 minutes late. Photography begins when Client is checked-in and ready to start. Session time is still measured from the scheduled start time under Section 8.1. The Studio will make a best effort to provide the full shoot time included in the Booking Details if the schedule allows. If the schedule does not allow extending the end time, shoot time may be reduced and the scheduled end time remains the same.
- (b) 15–30 minutes late. The Session may proceed as a shortened Session, at the Studio’s discretion based on the day’s schedule.
- (c) 30–44 minutes late. The Studio may, at its discretion: (i) proceed with a significantly shortened Session, or (ii) treat the Session as a same-day cancellation/no-show due to schedule impact. If the Session proceeds, time is reduced and end time remains the same.
- (d) 45 minutes late or more. The Session is treated as a no-call, no-show and will not proceed unless the Studio approves the late arrival in writing under subsection (e).
- (e) Approved late arrival. Late arrival beyond thirty (30) minutes is permitted only if the Studio approves it in writing. Approval is not guaranteed and does not extend the scheduled end time. If approved, the Session proceeds only with the remaining time available.
- (f) Optional time recovery (paid). If late arrival would reduce the shoot time included in the Booking Details, and only if the Studio schedule allows, Client may purchase additional time to restore the full shoot time. Additional time is not guaranteed and is approved solely by the Studio. Additional time is billed at the Studio’s then-current hourly time-extension rate, which will be disclosed at the session and must be approved by Client before time is added. Added time must be paid the same day. If the schedule does not allow added time, the Session proceeds with the remaining time and the scheduled end time remains the same.

### 5.4 Studio access, stairs, and disability-related requests.

- (a) Stairs required. Client understands access to the Studio suite requires use of stairs. Client and guests are responsible for using the stairs safely and keeping personal items secured and clear of walkways.
- (b) Accommodation requests. The Studio will make reasonable efforts to accommodate disability-related needs and requests. Client must notify the Studio as far in advance as reasonably possible so options can be discussed. The Studio may require reasonable advance notice for certain aids or adjustments when needed to arrange them.

## 6. CLIENT PREP + EXPECTATIONS

**6.1 Readiness responsibility.** Client is responsible for arriving ready and equipped for the booked service, including wardrobe, accessories, undergarments, grooming items, and any props approved in advance. Time spent unpacking, steaming, assembling props, or indecision occurs within the booked session time.

**6.2 Posing guidance and cooperation.** Posing guidance is provided; Client cooperation is required for results.

**6.3 Styling changes occur within booked time.** Hair, wardrobe, and styling changes occur within the booked session time unless added time is purchased.

**6.4 Makeup services, skin sensitivity, and allergies (if applicable).** If makeup services are purchased or performed, Client confirms they have disclosed relevant skin sensitivities, allergies, and medical conditions that could be affected by cosmetics or tools. Client accepts the risk of irritation or reaction and releases the Studio from claims arising from disclosed or undisclosed sensitivities, except to the extent caused by gross negligence or willful misconduct.

**6.5 Prohibited or risky items.** Items that may damage the Studio, create cleanup risk, or endanger equipment are prohibited unless expressly approved in writing in advance. This includes, but is not limited to: glitter, confetti, powder, smoke devices, fog, open flame, candles, sparklers, alcohol, illegal drugs, body oils that transfer to furniture, paint, adhesives, staining sprays, and liquids near equipment.

**6.6 Damage and cleanup fees.** Client is financially responsible for any damage, excessive mess, contamination, or cleanup caused by Client or guests. Fees may include repair, replacement, professional cleaning, and downtime.

**6.7 Studio access and space.** Client and guests must allow the Photographer adequate space to work. Hovering, obstructing movement, interfering with lighting or equipment, or directing the Photographer in a disruptive manner may result in session pause or termination under Section 12.

**6.8 Complimentary refreshments.** The Studio may offer complimentary water, coffee, or light snacks as a courtesy. Client is responsible for any food allergies, dietary restrictions, or sensitivities. Client accepts all risk related to consuming any offered refreshments, and agrees the Studio is not responsible for allergic reactions or adverse effects, except to the extent caused by the Studio's gross negligence or willful misconduct.

**6.9 Client warranties: wardrobe, logos, props, and third-party rights.** Client represents and warrants that any wardrobe, uniforms, logos, trademarks, brand assets, props, music, artwork, copyrighted items, or third-party materials brought to or requested during the Session are used with permission and do not violate any third-party rights. Client is solely responsible for securing any releases or permissions needed for Client's intended use. Client agrees to indemnify, defend, and hold harmless the Studio from and against any claims, demands, damages, liabilities, costs, or expenses arising from Client's use of third-party materials or lack of permission.

**6.10 Physical condition, limitations, and posing safety.** Client is responsible for disclosing any injuries, medical conditions, allergies, pregnancy-related limitations, mobility limitations, dizziness, fainting risk, or physical restrictions that may affect posing, balance, use of stairs, or studio movement. Client agrees to immediately communicate discomfort, pain, or safety concerns during the Session. Client assumes all risk of injury arising from undisclosed limitations or failure to communicate limitations. The Studio is not a medical provider and does not provide medical advice. The Studio may modify poses, deny requests, or pause/stop the Session for safety. No such safety action creates a right to refunds.

**6.11 Wardrobe and appearance responsibility.** Client is responsible for wardrobe and styling choices and understands photography may reveal wrinkles, lint, fit issues, undergarment lines, sheen, glare, and other appearance factors outside the Studio's control. Disliking how these photograph is not a defect in services and does not create a right to refunds or free reshoots. Any extensive wardrobe/appearance fixes beyond included revisions are billed at the Studio's then-current rates.

**6.12 Editing scope and limits.** The Studio's editing is performed in the Studio's established style and includes only the standard edits and minor retouching normally applied to purchased Finals. Editing does not guarantee elimination of wardrobe or appearance issues that exist at the time of capture. The Studio is not responsible for results caused by Client wardrobe, fit, undergarments, grooming, hair, makeup, accessories, fabric behavior, or environmental factors.

**6.13 Additional retouching.** Any request beyond the included revision round or beyond standard retouching is billed as additional retouching at the Studio's then-current rates, with the rate and scope disclosed before work begins. Client approval is required before billable retouching is performed.

**6.14 Definition of revision round.** One (1) revision round means one consolidated list of minor adjustment requests submitted at one time for the purchased Finals within the revision window. Minor adjustments are limited to small refinements consistent with the Studio's style. Multiple messages, rolling requests, or new requests submitted after the Studio begins revisions count as additional retouching.

## **7. RESCHEDULING, CANCELLATIONS, AND NO-SHOWS**

**7.1 Self-managed appointment management.** Appointment changes are self-managed by the Client through the Client account. Messages, requests, or conversations by email or text do not change the booking and do not update the calendar. Only changes completed in My Bookings control the appointment.

**7.2 How to reschedule or cancel.** Client must use the Client account portal to reschedule or cancel: Sign In > My Bookings > Manage. A reschedule or cancellation is not valid unless it is completed in My Bookings and reflected as updated status/date/time inside the account.

**7.3 Exception rule.** Any exception is valid only if (a) the Studio confirms the exception in writing through an Official Communication Channel and (b) the updated status/date/time appears in My Bookings.

**7.4 Rescheduling limit.** Client may reschedule up to two (2) times.

**7.5 Rescheduling fee.** Each reschedule requires a \$33 fee deducted from the deposit credit applied to the session total.

**7.6 Third reschedule.** A third reschedule attempt results in cancellation of the appointment. A new booking and new deposit are required to reserve another date.

**7.7 48-hour cutoff.** Appointments cannot be rescheduled within 48 hours of session start time. Within 48 hours, Client must attend or cancel. If Client cancels within 48 hours or does not attend, the deposit is forfeited and a new deposit is required to rebook.

**7.8 Cancellation.** If Client cancels at any time, the deposit is forfeited. Any future booking requires a new booking and a new deposit.

**7.9 No-call, no-show.** Missing the official appointment time is treated as a no-call, no-show. Deposit is forfeited and rebooking requires a new deposit.

**7.10 Force Majeure / Closures / Studio or Photographer Incapacity**

- (a) Closures and interruptions. If the Studio must close or pause operations due to emergency, severe weather, equipment failure, building access issues, utility outages, or other events outside the Studio's reasonable control, the primary remedy is rescheduling. The Deposit transfers to the rescheduled date.
- (b) Third-party costs. The Studio is not responsible for third-party costs or losses, including travel, lodging, missed work, styling, wardrobe, or other vendor fees.
- (c) Photographer incapacity before the Session. If the Photographer is unable to perform due to illness, injury, emergency, or events outside the Studio's reasonable control, the Studio may reschedule the Session. If the Studio cannot reasonably reschedule within ninety (90) days, the Studio will refund all amounts paid for that Session, including the Deposit and any paid add-ons for that Session. This subsection (c) is the Client's sole remedy for Photographer incapacity before the Session.
- (d) Editing incapacity after the Session. If incapacity occurs after the Session, turnaround timelines extend accordingly. The Studio will provide an updated estimate. Delay does not create a right to refunds, chargebacks, or cancellation of valid charges.

## 8. SESSION TIME AND OVERTIME

**8.1 Time begins at scheduled start.** Session time begins at the scheduled start time, not arrival time.

**8.2 Overtime.** If the Session exceeds booked time and the Studio schedule allows, additional time may be offered at the Studio's then-current hourly time-extension rate. The rate will be disclosed at the session and must be approved by Client before time is added. Added time must be paid the same day.

## 9. IMAGE SELECTION, REVISIONS, AND WHAT COUNTS AS "DONE"

**9.1 Selections and delivery.** Image selection and delivery follow the workflow listed in the Studio's Turnaround Details.

**9.2 Proof gallery rules.** Proof galleries are for selection only. Proofs may be watermarked. Unpurchased or watermarked images may not be posted, published, shared, or distributed.

**9.3 Revisions included.** Purchased final images include one (1) revision round for minor adjustments, submitted as one consolidated request within the revision window listed in the Digital Product Policy.

**9.4 Extra retouching.** Requests outside the included revision round, outside the revision window, or beyond minor adjustments are billed as additional retouching at the Studio's current rates.

**9.5 Delivery claims window and acceptance.**

- (a) Access issues. Client must report download/access issues, missing files, or delivery problems within seven (7) calendar days of delivery.
- (b) Technical defects. Client must report corrupted, unreadable, or technically defective files within seven (7) calendar days of delivery.
- (c) Acceptance. If no report is received within the applicable window, delivery is deemed accepted, except where prohibited by law.

**9.6 Turnaround timeline, delays, and pausing events.**

- (a) Standard turnaround. Standard turnaround time is two (2) to four (4) weeks, measured in Business Days, unless a different timeline is stated in the Booking Details or an add-on modifies delivery timing.
- (b) Rush processing. Rush processing timelines, if purchased, are as stated in the Booking Details. Rush applies only to the quantity of images included in the rush add-on and does not apply to additional images purchased later unless explicitly stated.
- (c) Client-caused delays. Turnaround time begins only after: (i) the session is completed, (ii) Client has paid all balances and fees in full, and (iii) Client has submitted final image selections through the Studio's selection workflow (and completed any required approvals, if applicable). No selections, no clock.
- (d) Studio-caused delays. The Studio may extend turnaround for illness, emergency, equipment failure, lab/vendor delays, or high-volume periods. The Studio will provide an updated estimate. Delays do not create a right to refunds, chargebacks, or cancellation of valid charges.
- (e) No guaranteed delivery date. Client understands turnaround timelines are estimates, not guaranteed delivery dates.

### **9.7 File format, RAW files, and scope of deliverables.**

- (a) Deliverables. Deliverables are the edited final image files included in the purchased package and any additional images purchased, delivered as digital files in the Studio's standard format.
- (b) No RAW or unedited files. RAW files, unedited files, outtakes, screen previews, and working files are not delivered, sold, or transferred unless a separate written agreement signed by the Studio states otherwise.
- (c) Color and display variance. Client understands colors may appear different across screens, printers, and devices, and the Studio is not responsible for differences caused by third-party displays, printing, or calibration.

### **9.8 Selection deadline and abandonment.**

- (a) Selection window. Client must submit final selections within fourteen (14) calendar days of the Studio delivering the selection gallery or selection request.
- (b) No reminders required. The Studio is not responsible for repeated reminders or follow-ups. Client is responsible for completing selections on time.
- (c) Abandonment. If Client does not submit final selections within thirty (30) calendar days of delivery of the selection gallery or request, the order is considered abandoned.
- (d) Studio options. For abandoned orders, the Studio may, at its sole discretion: (i) close the gallery and suspend completion until Client re-engages, (ii) select images on Client's behalf, or (iii) cancel remaining unfulfilled selection-dependent deliverables. No refunds apply.
- (e) Reactivation fee. If reactivation is offered, a reactivation/admin fee may apply at the Studio's current rate.
- (f) Studio selects due to abandonment. If files remain available after delivery, re-upload or re-delivery may require a service fee at the Studio's then-current rate.

### **9.9 Download window and access responsibility.**

- (a) Download window. Client must download delivered files within thirty (30) calendar days of delivery.
- (b) Link expiration. Delivery links may expire or be disabled after the download window.
- (c) Client responsibility. Client is responsible for downloading, backing up, and maintaining delivered files. Loss after delivery is Client's responsibility.
- (d) Re-delivery. If files are still available, re-upload or re-delivery may require a service fee at the Studio's current rate.

**9.10 Live previews and on-screen images are not Finals.** Any on-screen previews, tethered captures, test shots, or in-session review images are for pose, expression, lighting, and selection guidance only and are not representative of delivered Finals. Previews may be unedited, incomplete, or displayed with temporary settings. Finals are delivered only through the Studio's selection and delivery workflow and reflect the Studio's style and standard deliverables. Client acknowledges that approval of a preview does not guarantee any specific edit outcome.

## **10. FILE RETENTION, DELIVERY LINKS, AND RE-DOWNLOADS.**

**10.1 Delivery method and link expiration.** Digital files are delivered via download link or client portal. Download links may expire. Client is responsible for downloading and backing up files immediately upon delivery.

**10.2 Retention of delivered Finals.** Final delivered image files are retained for up to one (1) year after delivery. After that period, the Studio has no obligation to retain, re-upload, or restore files.

**10.3 Retention of working files.** Working files, including RAW files and project data, may be deleted at any time after final delivery, at the Studio's discretion.

**10.4 Re-delivery fee.** If files are available after delivery, re-upload, re-delivery, or re-sending links may require a service fee at the Studio's then-current rate.

## **11. COPYRIGHT, LICENSE, AND USAGE RULES**

**11.1 Copyright ownership.** All images created remain the intellectual property of Missile Studios.

**11.2 Client license.** Upon full payment, Client receives a non-exclusive, non-transferable license to use purchased final images ("Finals") only as allowed in Sections 11.4 and 11.5. No other rights are granted.

**11.3 Restrictions.** Client may not sell, sublicense, claim authorship, remove watermarks from proofs, or materially alter images (including heavy edits or AI alteration) in a way that misrepresents the Studio's work. Cropping and basic resizing for platform formatting is allowed.

**11.4 Credit and attribution (requested vs. required).**

- (a) Personal social sharing (requested). If Client shares purchased images on personal social media, credit and tagging are requested and appreciated. When possible, Client is encouraged to tag "Missile Studios" using the Studio's official handle(s) listed on the Studio website.
- (b) Publication and editorial use (required). Credit is required for any Publication Use. "Publication Use" includes magazines, newspapers, blogs, online features, press releases, third-party media features, and similar editorial placements where a photographer credit line is customarily provided. Required credit format: "Photo: Missile Studios" or "Photo by Missile Studios," and a tag to the Studio's official handle(s) where supported.
- (c) Business promotional use (requested). For organic (non-paid) business promotion, including websites, listings, and non-paid social posts used to promote Client's services, credit and tagging are requested and appreciated where reasonable and where the platform supports it.
- (d) Paid advertising and marketing collateral (not a credit issue, a license issue). Paid advertising use is not included in the standard Client license unless the Booking Details or a written addendum states otherwise. See Section 11.5 for Advertising Use terms.



- (e) No implied endorsement. Credit may not state or imply the Studio endorses any product, service, brand, or cause without prior written permission.
- (f) Failure to credit when required. If required credit under subsection (b) is omitted, Client agrees to correct the credit within forty-eight (48) hours of notice or request removal of the use until corrected.

### **11.5 Business Self-Promo vs. Advertising Use.**

- (a) Included Business Self-Promo License. Upon full payment, Client receives a non-exclusive, non-transferable license for the photographed individual (and, if applicable, that individual's single business or employer profile) to use purchased Finals for standard self-promotion, including: personal websites, business websites, "About" pages, team pages, email signatures, business cards, proposals, press kits, business directory/profile pages, and organic (non-paid) social media posts and profile images.
- (b) Advertising Use not included. The included license does not include paid advertising or high-reach marketing use. "Advertising Use" includes any paid placement or paid distribution, including: paid ads, boosted posts, sponsored posts, display ads, broadcast/streaming ads, and mass-distribution print advertising such as mailers, flyers, postcards, door hangers, inserts, billboards, transit ads, and similar placements intended to reach audiences beyond normal organic visibility or one-to-one sharing.
- (c) Advertising Usage fees and term. Advertising Usage Upgrades are priced based on scope of use, including media type (digital, print, broadcast), duration, geographic territory, and distribution scale. Fees are provided in writing by the Studio or listed on the Studio's published rate card, and the fee and terms in effect at the time the Upgrade is purchased control. Advertising Usage is granted only after full payment of the Upgrade fee.
- (d) Third-party, multi-brand, publisher, and platform rules. The included license is limited to the photographed individual and that individual's single business/employer profile. Use by affiliates, partner brands, sponsors, agencies, media outlets, publishers, platforms, or for co-branded campaigns is not included unless expressly granted in writing. Client acknowledges publishers and platforms may have their own credit or attribution standards and may limit how credits appear. Client agrees to use commercially reasonable efforts to secure the credit required under Section 11.4(b) when a credit line is customarily provided, and to promptly provide the Studio's name and official handle(s) to the publisher/platform when submitting images.
- (e) Unauthorized advertising remedies. If Finals are used for Advertising Use without the required upgrade, Client agrees to immediately stop the Advertising Use upon notice and either (i) purchase the required Advertising Usage Upgrade to continue use, or (ii) permanently remove the Advertising Use. Client also agrees to pay the Studio's then-current Advertising Usage fee applicable to the use that occurred, plus reasonable enforcement costs where permitted by law. This remedy is in addition to any other rights the Studio may have under Section 11.6.

**11.6 Copyright enforcement and unauthorized use.** Unauthorized reproduction, alteration beyond the license, sale, sub-licensing, commercial use outside the granted license, removal of watermarks, or distribution of unpurchased images is copyright infringement. The Studio may pursue takedowns, injunctive relief, damages, and recovery of enforcement costs where permitted by law.

**11.7 Third-party editing and AI alteration restrictions.** Client may crop and resize Finals for formatting. Client may not materially alter Finals in a way that misrepresents the Studio's work, including heavy edits, beauty changes, face/body reshaping, background replacement, compositing, generative AI alterations, or AI "enhancement" that changes the look of the image. Client may not use Finals to create deep-fakes or misleading representations. If Client posts or distributes materially altered versions, Client agrees to remove them upon the Studio's written notice. Continued use after notice is outside the license granted and constitutes unauthorized use. This clause does not limit the Studio's rights under Section 11.6.

## **12. UNACCEPTABLE BEHAVIOR + SERVICE DENIAL**

**12.1 Disruptive behavior.** Harassment, aggression, intoxication, refusal to follow direction, or unsafe behavior results in immediate session end, at the Studio's discretion. No refunds. Deposit forfeited. Remaining balance still due.

**12.2 Safety and equipment.** Client is responsible for guest conduct. Damage caused by Client or guests is billed to the Client, including repair or replacement costs, and may include downtime or service interruption costs.

**12.3 Weapons prohibited.** Weapons are prohibited inside the Studio, including firearms, ammunition, knives intended as weapons, and any weapon accessories. If Client or guest arrives with a weapon, the Studio may require immediate removal from the premises and may terminate services. No refunds. Deposit forfeited. Remaining balance still due. The Studio has no responsibility for weapons left in vehicles.

## **13. GUESTS, PETS, AND MEDIA CAPTURE RULES**

**13.1 Guest limit and space rules.** Up to two (2) guests may accompany Client in the studio shooting area. Due to limited space, additional guests are not permitted without prior written approval. If additional people must attend for any reason, the Studio may require them to wait in the dressing room/lounge area or outside the shooting area to prevent distractions and maintain safe working space. Unattended minors are not permitted at any time. A parent or legal guardian must actively supervise minors at all times, including in the dressing room/lounge.

### **13.2 Conduct, cooperation, and interference (Client and guests).**

- (a) Professional environment. The Studio requires respectful, professional conduct from the Client and all guests at all times.
- (b) No interference. Client and guests must remain out of active shooting areas, keep clear of equipment, cords, stands, and stairs, and may not distract, interrupt, argue with, or interfere with the Photographer's work.
- (c) No directing or hovering. Client and guests may not direct the Photographer, block movement, crowd the set, hover near the camera/monitor, or attempt to override creative direction during the session. The Photographer controls posing direction, lighting, and workflow.
- (d) Removal and termination. Any person who is disruptive, inappropriate, intoxicated, verbally aggressive, sexually suggestive toward staff, unsafe, or otherwise interferes with the session may be

removed. If removal is refused or conduct continues after warning, the session may be terminated under Section 12. No refunds. Deposit forfeited. Remaining balance still due.

### **13.3 Photo and video rules (Client BTS).**

- (a) Notice required. Client must notify the Studio before any behind-the-scenes photos or videos are captured in the Studio, including by guests.
- (b) Non-disruptive only. BTS capture must remain non-disruptive. No blocking walkways, no interrupting posing direction, and no interfering with lighting or equipment.
- (c) Studio discretion. The Studio may restrict, pause, or stop BTS capture at any time for safety, workflow, privacy, or comfort.
- (d) Prior approval required in certain cases. Prior written approval is required for any of the following: tripods or stands, external lights, filming the full session continuously, professional video gear, additional people beyond the guest limit, sponsored content, monetized content, brand collaborations, or any commercial production.
- (e) Privacy limits. Recording is not permitted in changing areas, restrooms, or any area where privacy is expected. BTS may not capture other clients, staff, or third parties without their permission.
- (f) BTS posts. If Client posts BTS content captured in the Studio, credit and tagging are requested and appreciated where reasonable. When possible, Client is encouraged to tag “Missile Studios” using the Studio’s official handle(s) listed on the Studio website. Credit is not required for personal BTS posting unless otherwise agreed in writing.

### **13.4 No screen photos or proof theft.**

- (a) No screen photos or screen recording. Client and guests may not photograph, record, screenshot, or screen-capture any Studio monitor, camera tether display, selection gallery, or proof gallery, including on a phone. This includes any watermarked, unpurchased, in-progress, or unedited images.
- (b) Enforcement. Any violation may result in immediate session termination, forfeiture of deposit, remaining balance still due, removal from the premises, and enforcement under Sections 11 and 17.

### **13.5 Studio-captured behind-the-scenes content (Studio BTS).**

- (a) Recording notice. Client understands the Studio may capture BTS photo/video during the session for portfolio, website, social media, and advertising, subject to the opt-out terms below.
- (b) Separate from deliverables. Studio BTS is separate from Client deliverables and does not change the number of final images included in the Booking Details.
- (c) Respect and discretion. The Studio will not intentionally capture or publish private changing moments or sensitive personal information.
- (d) Adults, opt-out for publication. If Client does not want Studio BTS published for promotional purposes, Client must notify the Studio in writing before the session begins. If timely opt-out notice is provided, the Studio will not publish Studio BTS that shows or identifies Client.
- (e) Minors. Any minor promotional use is governed by Section 14. If the Authorized Signer opts out in writing before the session begins, the Studio will not publish any content that shows or identifies the minor. The Studio may still capture BTS for internal workflow only, but will not publish BTS that shows or identifies the minor.
- (f) Guests in Studio BTS. Client is responsible for informing guests that Studio BTS may be captured. Any guest who enters the studio shooting area consents to incidental capture in Studio BTS un-

less the guest notifies the Studio in writing before the session begins. If a guest opts out, the Studio may require the guest to remain outside the shooting area to avoid being recorded.

**13.6 Pets and non-service animals (approval required).** Pets and non-service animals are permitted only with the Studio's prior written approval. Client is solely responsible for the animal at all times, including supervision, control, cleanup, and keeping the animal away from cords, stands, props, furniture, and stairs. The Studio is not responsible for injury to the animal or injury caused by the animal. Client assumes all risk and agrees to indemnify and hold harmless the Studio from claims, damages, costs, and expenses arising from the animal's presence or conduct, except to the extent caused by the Studio's gross negligence or willful misconduct. Trained service animals are addressed in Section 19.

**13.7 Studio promotional use of adult Subjects.**

- (a) Permission granted by adult Subjects. For any Session involving adult Subjects, Client and/or Authorized Signer represents and warrants they have authority from each adult Subject to grant the Studio permission to display and use Finals and Studio BTS that show or identify that Subject for the Studio's portfolio, website, social media, marketing, and advertising, unless an opt-out is submitted as stated below.
- (b) Opt-out. If Client, Authorized Signer, or any adult Subject does not want identifiable promotional use, the Studio must receive written notice before the Session begins. If timely opt-out notice is provided, the Studio will not publish content that shows or identifies the opted-out person.
- (c) If authority is disputed. If a Subject later disputes Client's authority to grant permissions under this Section, Client and/or Authorized Signer agrees to defend and indemnify the Studio from claims arising from that dispute, except to the extent caused by the Studio's willful misconduct.
- (d) Sensitive sessions. If the Booking Details indicate a sensitive session type, the Studio will use commercially reasonable discretion in what is published. Client may still opt out under subsection (b).

## 14. MINOR SUBJECTS, CONSENT, AND RESPONSIBILITY

**14.1 Guardian required.** If any Subject is under eighteen (18) years old (“Minor Subject”), the booking and acceptance of this Agreement must be completed by the Minor Subject’s parent or legal guardian, or a person with legal authority to sign and consent on the Minor Subject’s behalf (“Authorized Signer”). For any Session involving a Minor Subject, the Authorized Signer is the Client for all purposes under this Agreement and must remain on-site for the full session. No drop-offs. If a Subject is eighteen (18) years old or older at the start of the Session, the Subject is not a Minor Subject for purposes of consent and supervision under this Agreement. This does not change the Client’s obligations, fees, or financial responsibility under this Agreement.

**14.2 Supervision and safety.** The Authorized Signer is responsible for active supervision at all times, including keeping minors away from equipment, cords, stands, props, stairs, and active shooting areas, and ensuring minors do not run, climb, or handle Studio property. The Authorized Signer is also responsible for supervision in the dressing room/lounge area.

**14.3 Guardian responsibility for fees and compliance.** For any Session involving a Minor Subject, the Authorized Signer (as Client) is fully responsible for all fees, charges, and compliance with this Agreement. The Authorized Signer is also responsible for any damage, cleanup, or additional costs caused by the Minor Subject or the Minor Subject’s guests.

**14.4 Authority to consent.** The Authorized Signer represents and warrants they are the Minor Subject’s parent or legal guardian, or otherwise have full legal authority to consent on the Minor Subject’s behalf, and to grant the permissions stated in this Agreement. The Authorized Signer agrees to defend and indemnify the Studio from claims arising from a dispute about that authority.

### **14.5 Minor image and Studio BTS consent, promotional use, and opt-out.**

- (a) Consent granted. Unless the Authorized Signer opts out in writing as stated below, the Authorized Signer authorizes the Studio to photograph and record the minor during the session, including Studio-captured behind-the-scenes photo/video (“Studio BTS”), and to use the minor’s images and Studio BTS for the Studio’s portfolio, website, social media, marketing, and advertising.
- (b) Opt-out in writing before session. If the Authorized Signer does not want the minor’s images or Studio BTS published for promotional purposes, the Authorized Signer must notify the Studio in writing before the session begins. If timely opt-out notice is provided, the Studio will not publish any content that shows or identifies the minor. The Studio may still capture BTS for internal workflow only, but will not publish BTS that shows or identifies the minor.
- (c) If opt-out applies, Client/guest recording must comply. If the Authorized Signer opts out, Client and guests must not post or publish BTS that shows or identifies the minor.

**14.6 Emergency medical care (optional).** If the Authorized Signer is present but unable to respond promptly in an emergency, the Authorized Signer authorizes the Studio to request emergency medical assistance for the minor as reasonably necessary. The Authorized Signer is responsible for any related costs.

## **15. PRINT PRODUCTS**

**15.1 Print fulfillment.** Prints are fulfilled by the Studio's professional print partner.

**15.2 Final sale.** Print sales are final. Verified quality issues are handled through lab claim procedures.

## **16. LIMITATION OF LIABILITY**

**16.1 Assumption of risk.** Client assumes risks of participation and presence in the Studio, except to the extent caused by gross negligence or willful misconduct by Missile Studios.

**16.2 Personal property.** Client is responsible for personal belongings. Missile Studios is not liable for loss, theft, or damage.

**16.3 Maximum liability.** To the fullest extent permitted by law, Missile Studios' total liability is limited to the amount paid by Client for the session giving rise to the claim. No liability for indirect, incidental, special, or consequential damages.

**16.4 Technical failure / Loss of images.** If, due to equipment failure, data corruption, or events outside Missile Studios' control, images are lost, damaged, or cannot be delivered, Client agrees the sole remedy is either: (a) a reshoot at no additional session fee (schedule permitting) or (b) a refund of amounts paid for the session giving rise to the claim, at Missile Studios' discretion. Liability remains limited as stated in Section 16.3.

### **16.5 Studio premises, assumption of risk, and release of ordinary negligence.**

- (a) Studio environment. Client understands the Studio environment may include cords, light stands, backdrops, props, stools, furniture, changing areas, and other equipment. Client agrees to use reasonable care, follow Studio direction, and keep personal items secured and clear of walkways.
- (b) Stairs. Client acknowledges Studio access requires use of stairs. Client and guests agree to use care on stairs, use handrails where available, watch footing, and keep bags and personal items clear of steps and walkways.
- (c) Assumption of risk. Client and guests assume all risks of participation in the Session and presence on the premises, including risks of slip, trip, fall, or contact with equipment or furnishings, except to the extent caused by the Studio's gross negligence or willful or wanton misconduct.
- (d) Release of ordinary negligence. To the fullest extent permitted by Ohio law, Client and/or Authorized Signer releases and agrees not to bring claims against the Studio for injury, loss, or damage arising from the Studio premises or Session activities caused by ordinary negligence. This release applies to the Client and Authorized Signer's own claims. If any portion of this subsection is deemed unenforceable as applied to a minor, it remains enforceable to the maximum extent permitted, including as to the Authorized Signer's own claims.
- (e) Medical consent. If a medical emergency occurs, Client authorizes the Studio to request emergency assistance. Client is responsible for all related costs.

**16.6 Indemnification for Client, guests, and third-party claims.** Client and/or Authorized Signer agrees to indemnify, defend, and hold harmless Missile Studios from and against claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees where permitted) arising out of: (a) Client or guest actions, negligence, or misconduct, (b) injuries to Client or guests caused by Client or guest conduct, (c) damage to Studio property caused by Client or guests, and (d) any third-party claim related to Client's use, publication, or distribution of the images outside the scope of the license granted in this Agreement.

**16.7 Lost, stolen, or damaged personal items.** Client and guests are solely responsible for personal property brought to the Studio. The Studio is not liable for loss, theft, or damage to personal items, including phones, jewelry, handbags, cash, accessories, wardrobe, props, or vehicles.

## **17. CHARGEBACKS, DISPUTES, COLLECTIONS, AND BAN**

**17.1 Chargebacks are handled immediately.** A chargeback triggers dispute action with the bank and payment processor using booking records, receipts, signed Agreement and policy acknowledgments, timestamps, communications, and technical logs, including IP address and device/browser identifiers when available.

**17.2 Authorization to submit evidence.** Client and/or Authorized Signer expressly authorizes Missile Studios to provide documentation to the payment processor, bank, and any dispute-resolution entity, including: the signed Agreement, policies accepted at checkout, booking records, communications, invoices/receipts, and transaction metadata (including timestamps, IP address, and device/browser identifiers when available), in connection with any chargeback, dispute, reversal, or bank claim.

**17.3 Bad-faith disputes are a material breach.** Chargebacks or disputes filed to recover non-refundable fees or avoid valid charges are treated as a material breach of this Agreement and will be reported and pursued as suspected fraud or unauthorized activity where supported by evidence.

**17.4 Recovery.** The disputed balance becomes immediately due. Missile Studios will pursue recovery through invoicing, collections, and legal counsel. Chargeback fees, dispute fees, administrative costs, collection costs, and enforcement costs will be billed to Client and/or Authorized Signer where permitted by law.

**17.5 Permanent ban.** Any Client who files a false or unauthorized chargeback on valid purchases is permanently banned from future bookings and services.

## **18. GOVERNING LAW, VENUE, AND GENERAL TERMS**

**18.1 Governing law.** This Agreement is governed by Ohio law.

**18.2 Venue and small claims option.** Venue for disputes is Fairfield County, Ohio. The Studio may elect to bring an eligible claim in Fairfield County small claims court, and Client and/or Authorized Signer agrees to that venue for such claims.

**18.3 Entire agreement.** This Agreement, together with Booking Details and incorporated policies presented/linked at checkout, forms the entire agreement for the session.

**18.4 Severability.** If any provision is found unenforceable, the remaining provisions remain in effect.

**18.5 Modifications.** Modifications must be in writing and confirmed by Missile Studios.

**18.6 Acceptance statement.** Completing the booking confirms this Agreement has been read and accepted as a legally binding agreement.

**18.7 Attorneys' fees and enforcement costs.** To the extent permitted by law, Client and/or Authorized Signer agrees to pay the Studio's reasonable attorneys' fees and enforcement costs incurred to collect unpaid balances or enforce this Agreement, including chargeback-related enforcement.

**18.8 Limitation period.** To the fullest extent permitted by law, any claim or legal action arising out of this Agreement must be filed within one (1) year of the event giving rise to the claim, or it is barred. This clause does not apply where prohibited by law.

## **19. ACCESSIBILITY, ACCOMMODATIONS, AND SERVICE ANIMALS**

**19.1 Accommodation notice.** Client must notify the Studio in writing at least forty-eight (48) hours before the Session of any accommodation request, accessibility need, mobility concern (including stair access concerns), or communication need so the Studio can plan appropriately. The Studio may request enough information to understand the request and how it relates to Session logistics.

**19.2 Reasonable limits.** Accommodation requests must be reasonable and must not create a direct threat to health or safety, fundamentally alter the nature of the service, or impose an undue burden. The Studio will make good-faith reasonable efforts to discuss options. If, after good-faith efforts, no reasonable option can be arranged and cancellation is legally required, the Studio will refund amounts paid for that Session, including the Deposit and any Session-specific add-ons paid for that Session. If Client fails to provide timely notice under this Section, standard cancellation terms apply.

**19.3 Service animals.** Trained service animals are permitted as required by law. Service animals must remain under the handler's control and must be housebroken. If a service animal is out of control and the handler does not take effective action to control it, or if the animal is not housebroken, the Studio may require the animal to be removed while still offering the opportunity to receive services without the animal present.

**19.4 Limited inquiry.** If it is not obvious that an animal is a service animal, the Studio may ask only the legally permitted questions, including: (a) whether the animal is required because of a disability, and (b) what work or task the dog has been trained to perform.

## **CLIENT ACKNOWLEDGMENT**

By completing the booking through the Studio's official booking system, including checking the required acceptance box and providing an electronic signature captured by the booking system, Client and/or Authorized Signer confirms they have read, understand, and agree to this Agreement and acknowledge it is a legally binding contract.