

Daysee On-Location Session Agreement

JJB Ventures LLC d/b/a Daysee

Effective Date: September 2, 2026

This On-Location Session Agreement (this "Agreement") applies to photography sessions performed at a location other than the Daysee studio, including but not limited to private residences, event venues, outdoor locations, houses of worship, schools, and other third-party sites (each, an "Event Location"). It is between JJB Ventures LLC d/b/a Daysee ("Daysee") and the adult client identified in the booking confirmation or project invoice ("Client," "you," or "your").

This Agreement incorporates the Daysee Terms of Service, Privacy Policy, Cancellation & Rescheduling Policy, and the general Session Agreement & Liability Acknowledgment, each in effect at the time of booking. Where a provision in this Agreement addresses the same subject as the general Session Agreement, this Agreement controls for on-location sessions. All other terms of the general Session Agreement remain in effect to the extent not inconsistent with this Agreement. For purposes of the document-precedence order set forth in the Terms of Service, this Agreement has the same priority as the Session Agreement & Liability Acknowledgment.

By signing this Agreement, checking the acceptance box in the booking flow, or accepting via Acuity, Pixieset, DocuSign, or another electronic platform designated by Daysee, you confirm that you have read, understand, and agree to this Agreement. You agree that electronic records, checkbox assent, electronic signatures, and confirmations may be used to evidence your agreement and are enforceable to the fullest extent permitted by law. If a minor participates, you represent that you are the minor's parent or legal guardian and have authority to consent to the minor's participation.

Daysee's Privacy Policy governs the collection, use, and protection of personal information provided in connection with an on-location session, including information about event guests and minor participants.

Scope of Services; Hourly Structure

The booking confirmation, project invoice, or statement of work identifies the Event Location, date, estimated start time, duration, coverage scope, and session fee. On-location sessions are priced on an hourly basis unless the booking confirmation states otherwise. The minimum booking is one (1) hour.

The session fee covers the photographer's on-site coverage time. It does not include travel time, meals, parking, tolls, permits, or other out-of-pocket expenses unless expressly included in the booking confirmation. If Daysee quotes a travel fee or expense reimbursement, it will be disclosed before booking and invoiced separately or included in the total.

If you request additional coverage time beyond the booked duration, Daysee will accommodate the request subject to photographer availability. Additional time is billed at the hourly rate stated in the booking confirmation and is due upon invoicing.

Booking and Payment

On-location sessions may be booked through Acuity, a private booking link provided by Daysee, or a separate project proposal and invoice. The booking method does not change the terms of this Agreement.

A non-refundable booking deposit is due at the time of booking to reserve the date and photographer. The deposit amount and remaining balance due date are stated in the booking confirmation or invoice. All amounts are due when stated. Daysee may withhold image delivery and products until payment is complete.

If pricing varies by project scope rather than a fixed hourly rate, Daysee will provide a written estimate or invoice before the session. The final amount may be adjusted if the actual scope differs materially from the estimate, with any adjustment disclosed to you before or promptly after the session.

Event Location; Client Responsibilities

You are responsible for:

- Securing permission, access, and any required permits for Daysee to photograph at the Event Location
- Providing Daysee with the venue name, address, parking instructions, load-in details, and any access restrictions at least 48 hours before the session
- Notifying Daysee of any venue rules, noise restrictions, photography limitations, or areas where photography is prohibited
- Coordinating with venue staff, event planners, officiants, or other vendors regarding Daysee's access and timeline
- Ensuring adequate space, lighting access, and a safe working area for the photographer and equipment

Daysee is not responsible for venue-imposed restrictions that limit photography coverage, including but not limited to no-flash policies, restricted areas, ceremony photography bans, or time-of-access limitations. If venue restrictions materially reduce the scope of coverage, the session fee remains due in full.

Event Photography; Creative Discretion

You understand that on-location and event photography differs from controlled studio sessions. Daysee cannot control lighting, backgrounds, weather, guest behavior, event timing, or other environmental conditions at the Event Location. Daysee will use reasonable professional judgment to capture the event but does not guarantee specific shots, poses, expressions, guest coverage, or image counts.

Daysee will make commercially reasonable efforts to follow a shot list, timeline, or coverage plan provided by you, but event conditions may require the photographer to exercise professional discretion in prioritizing coverage. A shot list is a guide, not a guarantee.

Guests and Third-Party Participants

On-location and event sessions may involve photographing guests, attendees, and other third parties who are not the booking Client. You are responsible for:

- Informing guests that a professional photographer will be present and photographing the event
- Distributing or making available any guest consent forms provided by Daysee, if applicable
- Notifying Daysee before or during the session if any guest objects to being photographed or requests not to appear in images

If a guest or attendee's minor child appears in images, Daysee will not use that individual's identifiable image for promotional purposes unless the individual (or the minor's parent/guardian) has signed a separate Photo & Model Release or Event Consent Form.

Daysee will use commercially reasonable efforts to honor opt-out requests communicated during the event. However, at large events, incidental appearance in group or wide-angle photographs may occur despite commercially reasonable efforts to exclude an individual.

Minor Participants at Events

If the event involves minors (anyone under 18), you represent that you have notified the parents or legal guardians of minor participants that professional photography will take place. For images of minors to be used for Daysee's promotional purposes, a parent or legal guardian must sign the separate Event Consent & Photo Release Form.

Daysee's child-image handling practices are described in its Privacy Policy and internal Child Image Handling Policy, and are designed to comply with applicable child-privacy law, including the Children's Online Privacy Protection Act (COPPA) as amended and the New York Child Data Protection Act (CDPA). Daysee will not knowingly identify a child by full name in promotional materials without separate, express parental permission.

Equipment and Liability at Event Location

Daysee will bring professional photography equipment to the Event Location. You agree to provide a reasonably safe, dry, and accessible area for equipment setup and storage during the session.

Daysee is not liable for damage to the Event Location, its furnishings, or third-party property caused by normal photography operations (e.g., placement of light stands, use of backdrops) unless caused by Daysee's gross negligence or willful misconduct. You will notify Daysee of any fragile, valuable, or restricted areas before the session.

You will indemnify and hold harmless Daysee from claims by the venue owner, event planner, or third party arising from your failure to obtain required permissions or comply with venue rules.

Weather and Outdoor Sessions

For outdoor sessions, weather is inherently unpredictable. Daysee will make commercially reasonable efforts to adapt to weather conditions, including relocating to covered areas when available. If severe weather makes the session unsafe or impracticable, Daysee and Client will

work together in good faith to reschedule without penalty. If rescheduling is not possible, the cancellation policy applies.

Light rain, wind, overcast skies, and seasonal temperature variations are not grounds for cancellation or fee reduction. Daysee will use professional judgment to deliver quality images under the conditions present.

Travel

If the Event Location is outside the Daysee service area (Brooklyn and surrounding New York City boroughs), a travel fee may apply. Travel fees, if any, will be disclosed before booking and are non-refundable once the photographer has departed for the Event Location.

Cancellation and Rescheduling

The Daysee Cancellation & Rescheduling Policy applies to on-location sessions on the same terms as studio sessions. You can reschedule free of charge more than 48 hours before your session. Changes made within 48 hours are subject to a \$50 rescheduling fee. If you cancel, your booking deposit is non-refundable. Cancellations within 48 hours are charged at 50% of the session fee, and same-day cancellations or no-shows are charged in full.

The following on-location-specific accommodations also apply:

- Weather-related rescheduling for outdoor sessions is handled cooperatively per the Weather section above.
- If the venue cancels or becomes unavailable and you notify Daysee promptly, Daysee will work with you to reschedule without applying the standard cancellation fee, subject to photographer availability.

Assumption of Risk; Release; Indemnity

You understand that Event Locations present risks different from and potentially greater than a controlled studio environment, including but not limited to uneven surfaces, crowds, low lighting, weather exposure, unfamiliar premises, and third-party activities. You voluntarily assume the ordinary, inherent risks of participation at the Event Location for yourself and any minor for whom you have authority to consent, to the fullest extent permitted by law.

To the fullest extent permitted by law, you release and discharge Daysee and its owners, members, employees, contractors, and agents from claims by you for personal injury, property damage, or loss arising from the ordinary, inherent risks of the Event Location or from your own or your guests' acts or omissions during the session. This release does not apply to Daysee's gross negligence, willful misconduct, or any liability that cannot lawfully be released.

To the fullest extent permitted by law, you will defend, indemnify, and hold harmless Daysee from third-party claims, losses, and reasonable attorneys' fees arising from your breach of this Agreement, your or your guests' conduct at the Event Location, or your failure to obtain required venue permissions, except to the extent caused by Daysee's gross negligence or willful misconduct.

Image Delivery; Copyright; License

Image selection, editing, delivery timeline, gallery access, archival storage, copyright, and your personal-use license are governed by the general Session Agreement and Terms of Service. The same terms apply to on-location session images.

Promotional Use

Daysee will use your or a participant's identifiable image for promotional purposes only if you (or the participant, or the participant's parent/guardian) affirmatively grants permission through the Photo & Model Release or Event Consent & Photo Release Form. Declining promotional permission does not affect the services you purchase.

Limitation of Liability

To the fullest extent permitted by law, Daysee's aggregate liability arising from this Agreement or the on-location session will not exceed the amount you actually paid Daysee for the affected session. Daysee will not be liable for indirect, incidental, special, consequential, or punitive damages. This does not limit liability that cannot lawfully be limited.

General Terms

New York law governs this Agreement, without regard to conflict-of-laws rules. Any action must be brought in the state or federal courts located in Kings County, New York, except where applicable law requires another forum. If a provision is unenforceable, it will be enforced to the maximum lawful extent and the remaining provisions remain effective.

Client Acknowledgment

By signing or electronically accepting this Agreement, you confirm that you are at least eighteen (18) years old; that you have authority to accept for yourself and to consent to the participation of each minor you bring; that you have had an opportunity to ask questions; and that you understand the risk-allocation, release, and indemnity provisions in this Agreement.

Client Name (Print)

Client Signature

Date

Event / Session Description

Event Location

Event Date

Daysee contact: hello@dayseestudio.com | 45 South 4th Street, Brooklyn, NY 11249