

ARLINGTON MEDIA, INC.

SERVICE TERMS AND CONDITIONS

Version 2026.1 • Effective July 1, 2026

This Agreement is entered into between Arlington Media, Inc. ("Arlington Media") and the client identified in the booking confirmation ("Client") for media coverage of a service at Arlington National Cemetery or Joint Base Myer–Henderson Hall. Each engagement for coverage under this Agreement is referred to by Arlington Media as a "Mission." In this Agreement, "service" means the funeral or memorial service itself, and "Mission" means the coverage engagement described in the booking confirmation.

ACCEPTANCE: Payment of the deposit, or payment of the total package cost, constitutes Client's acknowledgment that Client has received, read, and understood these Terms and Conditions, and Client's agreement to be legally bound by them. Client also accepts these Terms and Conditions by confirming a booking in writing or by permitting Arlington Media to cover a service, whichever occurs first. No signature is required. If Client does not agree to these Terms and Conditions, Client should not remit the deposit or permit Arlington Media to cover the service.

1. SCOPE OF SERVICES AND AUTHORITY TO ENGAGE

Arlington Media will provide photography and/or videography coverage of the service identified in the booking confirmation, at Arlington National Cemetery and, where applicable, at the chapel or other location on Joint Base Myer–Henderson Hall, in the package and scope stated in that confirmation. The booking confirmation, together with these Terms and Conditions, forms the entire agreement between the parties.

Client represents that it is the primary next of kin (PNOK) or the person authorized to direct disposition (PADD) for the decedent, or that it has the permission of that person to engage Arlington Media, and that it has authority to grant the permissions set out in this Agreement.

Client acknowledges that the PNOK or PADD controls access to the service and may permit or refuse media coverage regardless of who booked or paid for it. Arlington Media may be engaged by a family member, friend, funeral home, funeral service company, employer, organization, or a United States government office such as a mortuary affairs or casualty assistance office, none of which is necessarily the PNOK or PADD; in that case, coverage is contingent on the PNOK or PADD permitting it. If the PNOK or PADD declines to permit coverage, or directs Arlington Media to stop, Arlington Media will not cover the service and will withdraw immediately if already present. This does not constitute a failure to perform under Section 10.

A refusal of coverage by the PNOK or PADD is treated as a cancellation of the Mission by Client and is governed by the cancellation terms in Section 3. A refusal at or after the Late Cancellation Time defined in Section 3 obligates Client for the Late Cancellation Fee defined in that Section.

The authority of the PNOK or PADD under this Section concerns access to and coverage of the service. Once coverage has taken place, the resulting media will be delivered to Client in accordance with this Agreement. Neither the PNOK, the PADD, nor any other person who is not Client may require Arlington Media to withhold the media from Client, to withdraw it after delivery, or to revoke the rights granted to Client under Section 6.

Where a funeral home, funeral service company, agency, employer, organization, government office, or other representative books a Mission on behalf of a family, that party is Client for purposes of this Agreement, is responsible for all amounts due, and represents that it has the family's authority to engage Arlington Media and to grant the permissions set out in this Agreement.

Client shall indemnify Arlington Media against any claim arising from Client's misrepresentation of its authority under this Section.

Where Client is a United States government office or agency, this Agreement applies except to the extent any provision is inconsistent with applicable federal law or with the terms of a government purchase order, contract, or task order covering the Mission, in which case the federal terms control as to that engagement.

2. PACKAGE COST AND PAYMENT

Arlington Media will charge Client the amount stated in the booking confirmation and subsequent invoice. At the time of booking, \$200 of the total package cost is due as a deposit and is applied toward the total package cost. Client may instead pay the total package cost in full at booking. Remittance of the deposit, or of the total package cost, constitutes Client's acceptance of this Agreement in full.

Arlington Media may waive the deposit for approved accounts, including funeral homes, funeral service companies, agencies, and government offices, and invoice the total package cost on net thirty (30) day terms. Where the deposit is waived, Client accepts this Agreement as provided in the Acceptance paragraph above, and references in this Agreement to forfeiting the deposit mean that Client owes Arlington Media an amount equal to the deposit stated in this Section.

The balance then outstanding will be invoiced three (3) business days after the service date, unless Arlington Media and Client agree in writing to an alternate schedule. Payment is due within thirty (30) days of the invoice date. Amounts remaining unpaid after that date accrue interest at 12% per annum from the invoice date until paid.

Arlington Media accepts credit cards, checks, and electronic bank transfer. Arlington Media does not accept cash, cryptocurrency, or other digital assets. Images and videos will be released only after all fees and expenses have been received in full (see Section 6).

3. CANCELLATION AND POSTPONEMENT

For purposes of this Agreement, the "Cutoff" is the time six (6) weeks before the scheduled start time of the service as stated in the booking confirmation. The Cutoff is specific to the time of day: if the service is scheduled to begin at 10:45 a.m., the Cutoff is 10:45 a.m. on the day six weeks earlier. All times are Eastern Time.

The "Late Cancellation Time" is 4:00 p.m. Eastern Time on the last business day before the service date. For a service held on a Monday, the Late Cancellation Time is 4:00 p.m. on the preceding Friday.

Before the Cutoff: Client may cancel and the deposit will be refunded in full. No further amounts are owed.

At or after the Cutoff, and before the Late Cancellation Time: Client may cancel, the remaining balance is not owed, and Client forfeits the deposit.

At or after the Late Cancellation Time: Client is liable for the Late Cancellation Fee, whether or not the service takes place and whether or not coverage is permitted to proceed. No other amount is owed for the Mission, and add-on items such as a live feed or delivery on a USB drive are not charged. Any deposit paid is applied toward the Late Cancellation Fee. This paragraph does not apply to a Mission that is postponed and rescheduled under the paragraphs below.

The "Late Cancellation Fee" is \$545 where photography coverage or videography coverage was booked, and \$1,045 where both photography and videography were booked, or such other amount as is stated in the booking confirmation.

The parties agree that a cancellation at or after the Late Cancellation Time causes Arlington Media a loss that is difficult to estimate accurately: personnel are scheduled and equipment is committed to the Mission, and the reserved time cannot be reassigned on that notice. The Late Cancellation Fee is substantially less than the price of the Mission, and the parties agree that it is a reasonable estimate of that loss agreed in advance, and is not a penalty.

Where Client has paid more than the amount Client owes under this Section, Arlington Media will refund the excess.

Postponement: If Client postpones with the intent to reschedule, Arlington Media will apply the deposit to the rescheduled date, subject to availability, and the Cutoff for the rescheduled Mission will be recalculated from the start time of the rescheduled service. Postponement does not restore a refund right that has already lapsed: if the Cutoff for the original service date has already passed when Client postpones, the deposit is non-refundable and remains non-refundable regardless of the rescheduled date, though it will still be applied to the rescheduled Mission. Arlington Media must be notified immediately of any change in schedule. If Arlington Media is unavailable on the revised date, Arlington Media will not be held to these terms and the Mission will be treated as canceled; in that case only, and notwithstanding the preceding sentence, the deposit will be refunded in full.

Changes made by others: If Arlington National Cemetery, the funeral home, or military authorities change the date or time of the service, the change is treated as a postponement and not as a cancellation by Client, regardless of when it occurs, and the charge for late cancellation does not apply. Arlington Media will make reasonable efforts to cover the service as rescheduled. If Arlington Media is unavailable on the new date, the Mission is treated as canceled and all payments received, including the deposit, will be refunded in full.

4. CONDITIONS AT ARLINGTON NATIONAL CEMETERY AND JOINT BASE MYER–HENDERSON HALL

Client acknowledges that Arlington National Cemetery, the United States Armed Forces, the National Park Service, the ceremonial units performing military funeral honors (which may be drawn from any branch of the Armed Forces, and from more than one branch for a single service), chapel staff, military public affairs offices, and the funeral home — not Arlington Media — control the conduct of the service. This includes, without limitation: the scheduled time and any delay or early start; the location, route, and duration of the service; which honors elements are rendered and whether they change on the day of the service; cemetery access, escort, and vehicle rules; and where Arlington Media personnel may stand, move, and set up equipment.

Certain services covered under this Agreement, including chapel services, take place at Joint Base Myer–Henderson Hall, a controlled-access military installation. Access is subject to installation security requirements, which may include identification and credentialing, vehicle inspection, gate closures or delays, escort requirements, and restrictions on the equipment that may be brought onto the installation or into the chapel.

Portions of the cemetery grounds, and most of Memorial Avenue approaching the cemetery's front gate, are administered by the National Park Service. National Park Service access, parking, filming, and permitting rules apply to Arlington Media in those areas.

Military honors elements vary from service to service according to the eligibility of the decedent and the availability of ceremonial units. Some services, including dependent services, are conducted with limited military components or with no military components at all. Which elements are rendered is determined by the Armed Forces and the cemetery, not by Arlington Media, and no particular element is promised under this Agreement.

In extreme heat or cold, or in other inclement weather such as rain, snow, ice, or storms, the cemetery may move a portion of the service indoors, commonly the religious portion and commonly to the administration building. This decision is made by the cemetery, frequently at short notice, and the resulting location may conflict with the position Arlington Media must hold to cover the graveside or shelter portion of the service. Arlington Media may be unable to cover a portion of a service relocated in this manner. Any such gap in coverage is outside Arlington Media's control, does not constitute a failure to perform under Section 10, and does not entitle Client to a refund or reduction in fees.

Aircraft noise: Arlington National Cemetery lies directly beneath the approach and departure paths for Ronald Reagan Washington National Airport. Aircraft pass low overhead throughout the day, frequently at takeoff power. Arlington Media uses professional microphones and takes reasonable steps to reduce this noise, but aircraft are regularly audible in recorded audio and may obscure spoken words, prayers, commands, music, or other parts of the service. Arlington Media applies ordinary audio processing but does not replace, overdub, or re-record audio. Aircraft noise is a condition of the location, is outside Arlington Media's control, does not constitute a failure to perform under Section 10, and does not entitle Client to a refund or reduction in fees.

Arlington Media will comply with all directions from cemetery, installation, and military authorities and will make reasonable efforts to provide the best possible coverage within those constraints. Arlington Media may also suspend or withdraw from coverage where necessary for the safety of its personnel. Restrictions, delays, schedule changes, closures, denial or delay of installation access, weather conditions, or limitations imposed by these authorities are outside Arlington Media's control, do not constitute a failure to perform under Section 10, and do not entitle Client to a refund or reduction in fees.

5. CREATIVE LICENSE, DELIVERED QUANTITY, AND AUTHENTICITY

Images and video may be selected and edited at the photographer's, videographer's, or editor's discretion. Arlington Media reserves the creative right to release only those images or videos it deems to be of sufficient professional quality and within its artistic standards. No specific photograph or video is promised, and Client may not require the inclusion of any particular image. RAW or unedited files will not be provided to Client.

Arlington Media's photography coverage has averaged approximately 436 delivered images per service. That figure describes past work, is not a guarantee, and varies with the length, type, and circumstances of each service.

For photography coverage of any service other than a dependent-only service, Arlington Media will deliver a minimum of 200 edited images. No minimum number of images applies to dependent-only services, which are shorter in duration and may involve few or no military honors elements. This minimum is subject to Section 4: where conditions or restrictions imposed by cemetery or military authorities make it impracticable, Arlington Media will deliver the coverage it was able to obtain and the minimum does not apply.

Arlington Media does not use stock or previously recorded material in place of its own coverage of the service. Opening and closing clips in a video production may include general imagery of Arlington National Cemetery, such as aerial views or flag imagery, that was not recorded at the service; this material is used only as an introductory or closing element.

Apart from those opening and closing clips, Arlington Media will not depict any element that did not take place at the service. Arlington Media will not, for example, include a caisson in the production of a service conducted without one, or use flyover footage that was not recorded at the service. Arlington Media does not stage or re-create any part of a service. Arlington Media will not create, add, or simulate an element that did not occur, and will not accept a request from Client or from any other person to do so.

One exception applies. Where a service includes a cannon salute, typically as part of general officer honors, Arlington Media may use previously recorded cannon salute footage. The salute battery is positioned apart from the graveside, and covering it at the same time as the service would require Arlington Media personnel to leave equipment unattended at a distance from the coverage position. Arlington Media uses substitute footage only for an element that was in fact rendered at the service, and never to depict an element that did not occur. The cannon salute is the only element for which Arlington Media may use substitute footage.

Coverage of some elements depends on position and sight lines. A flyover, for example, may be obscured by tree cover or by the position Arlington Media is required to hold, and may appear only partly or not at all in the coverage as a result. This is outside Arlington Media's control and does not constitute a failure to perform under Section 10. Arlington Media will not substitute or re-create footage to fill such a gap.

Arlington Media does not alter the content of its work product. Photographs and video are not manipulated to add, remove, or change elements of what was recorded, and Arlington Media does not use photo or video manipulation software for that purpose. Ordinary post-production — including exposure, color, and audio adjustment, cropping, and assembly — is applied in the normal course of production.

Arlington Media does not provide preview, proof, or review copies or galleries in advance of delivery, and does not editorialize its coverage. The delivered work product is a record of the service as it occurred.

Third-party material: Arlington Media does not add copyrighted music, recordings, or other third-party media to its work product, and does not license third-party material on Client's behalf. A request to include commercially released music or footage will be declined.

Arlington Media's work is limited to coverage of services at Arlington National Cemetery and Joint Base Myer-Henderson Hall. Arlington Media does not produce biographical or historical documentaries. Client may use the delivered files in a production of that kind, subject to Section 6 and provided Arlington Media is given appropriate creative credit.

On request, Arlington Media may include a historical photograph of the decedent at the beginning or end of a production. Inclusion is at Arlington Media's discretion and is not guaranteed. Client is responsible for holding the rights necessary to provide any photograph supplied for this purpose, and grants Arlington Media permission to use it in the production.

Group photographs: As a courtesy, and at no additional charge, Arlington Media will on request photograph family and attendee groups at the conclusion of the service, arranged in coordination with the Arlington National Cemetery representative. Arlington Media does not photograph groups before a service. Before the service the representative is reviewing and confirming service details with the PNOK or PADD, and other families are frequently present nearby; group photography at that time would interrupt those arrangements and intrude on the privacy of other families.

The cemetery representative, a military public affairs office, or other Arlington National Cemetery or United States Army personnel may decline a request for group photographs at the conclusion of a service, including for reasons of timing or the schedule of other services. A request that is declined, or group photography that cannot be completed for any of the reasons described in Section 4, does not constitute a failure to perform under Section 10 and does not entitle Client to a refund or reduction in fees.

Arlington Media's liability for any breach of this Section is subject to Section 11.

6. COPYRIGHT AND CLIENT USE RIGHTS

Arlington Media retains copyright in all images and video created under this Agreement. Upon receipt of payment in full, and conditioned on it, Arlington Media grants Client a perpetual, non-exclusive, non-transferable license to use the delivered files for personal, non-commercial purposes, including reproducing and giving photographs or videos to friends and relatives.

Client may display, print, copy, upload, email, or electronically transfer the delivered files and may publish them on any personal website or social media platform, provided Arlington Media is given appropriate creative credit. Photographs and videos created by Arlington Media may not be sold or reproduced for profit or other commercial use. Re-edits are limited to the correction of technical defects in the delivered files; Arlington Media does not make editorial changes to delivered work product. Charges for re-edits may be applied at Arlington Media's discretion. This Agreement may be printed and used as proof of these rights.

7. ARLINGTON MEDIA'S USE OF IMAGES

Client grants Arlington Media permission to use images and video created under this Agreement for professional samples, portfolio and website display, advertising, and other reasonable business purposes.

In public-facing advertising and marketing, Arlington Media will not publish material that identifies the decedent or those in attendance. Imagery of the service itself may be shown. Specifically, Arlington Media will not publish the decedent's name, the inscription on the decedent's headstone or marker, or recognizable faces of attendees or family members. Other headstones, markers, monuments, and cemetery grounds appearing in an image may be shown. In portfolio review and client consultations, Arlington Media will use only material that complies with this Section. This limitation does not restrict Arlington Media's internal use of complete images for training or archival purposes. Where the family has given Arlington Media express permission to do so, Arlington Media may publish images showing family members or other elements otherwise restricted by this Section.

Where Client is not the PNOK or PADD, Client represents that it has that person's authority to grant the permission in this Section.

Client, the PNOK, or the PADD may withdraw this permission at any time by written notice to Arlington Media. Arlington Media will honor the withdrawal on a going-forward basis and will make reasonable efforts to remove the affected material from media it controls, but is not obligated to recall material already published or distributed by third parties.

This permission is granted upon acceptance of this Agreement and survives completion of the coverage. Arlington Media's liability for any breach of this Section is subject to Section 11.

8. DELIVERY AND RETENTION OF FILES

Arlington Media will notify Client upon completion of editing. Full-resolution, downloadable image and video files will be provided through an online gallery. Photographs are typically organized into folders of five hundred images.

Arlington Media's current practice is to endeavor to keep galleries accessible for up to five (5) years following the service date, and it will make every reasonable effort to do so. This practice is a courtesy and is not a contractual obligation. Arlington Media guarantees gallery availability for one (1) year following the date on which Arlington Media notifies Client that the gallery is available. After that one-year period, Arlington Media may remove, archive, or delete files at any time and without further notice, whether or not the five-year practice described above has been met in a particular case. No statement of that practice — whether in correspondence, in a delivery notice, on Arlington Media's website, or elsewhere — extends the guaranteed period, creates any obligation, or amends this Agreement, and no employee of Arlington Media is authorized to extend the guaranteed period except by an amendment under Section 16.

Client is responsible for downloading all delivered files within the guaranteed one-year period. Files not downloaded may be permanently lost. Retrieval of archived files after that period, if the files still exist, may be subject to a recovery fee at Arlington Media's then-current rate, which will be quoted to Client before any retrieval work is performed.

Arlington Media uses third-party platforms to store, process, and deliver files, including cloud storage and online gallery services. Arlington Media does not control those platforms. An outage, suspension, service change, access restriction, security incident, or loss of data at a third-party platform may delay delivery, may make a gallery temporarily or permanently unavailable, and may result in the loss of files. Arlington Media will make reasonable commercial efforts to restore access, to recover affected files, or to deliver by other means.

Arlington Media is not liable for delay in delivery or for the unavailability of a gallery caused by a third-party platform. Where files are permanently lost as a result of a third-party platform failure, Section 10 applies and Arlington Media's liability is limited to the return of payments received for the affected coverage. This paragraph is subject to Section 11.

Delivery is made through the online gallery. Arlington Media does not provide photographs or video on optical media. If Arlington Media provides files on a USB or other portable drive at Client's request, Arlington Media shall have no liability for

the failure of that drive, including failure due to mishandling, and recommends that Client maintain a backup copy in a separate storage format.

9. LIVE FEED AND STREAMING

A live feed is an add-on to video coverage and is available only in connection with video coverage of a Mission. This Section applies where the booking confirmation includes a live feed.

Arlington Media transmits by multiple paths, which may include bonded cellular, satellite, and other available connections. Live transmission from Arlington National Cemetery and Joint Base Myer-Henderson Hall nonetheless depends on conditions outside Arlington Media's control. The cemetery has no fixed network infrastructure supporting live transmission, and services take place on open ground at varying distances from commercial network facilities. The cemetery adjoins the Pentagon and other military and government installations, in the vicinity of which signal interference, network congestion, and restrictions on wireless transmission may occur. Satellite transmission additionally requires an unobstructed view of the sky and is affected by tree cover, terrain, and structures. Signal availability is further affected by the movement of dignitaries, heads of state, and other protected persons; by concurrent ceremonies, events, and closures; and by weather.

Live transmission of a service is subject to the approval of Arlington National Cemetery, the military public affairs office (PAO), and the other authorities described in Section 4. Approval may be limited, conditioned, delayed, or withdrawn at any time, including during the service itself. Arlington Media will comply immediately with any such direction and will restrict or discontinue transmission if directed to do so.

Arlington Media will make reasonable commercial efforts to provide an uninterrupted live feed, but does not warrant that the live feed will be available, uninterrupted, complete, or free from degradation or delay. Arlington Media is not responsible for the availability or performance of any third-party streaming platform, for Client's distribution of viewing links, or for viewers' own internet connections, devices, or ability to connect.

If the live feed fails, or is interrupted such that more than ten (10) consecutive minutes of the service is not transmitted, or is restricted or prohibited by the authorities described above, Arlington Media will refund the fee charged for the live feed as stated in the booking confirmation. That refund is Client's sole and exclusive remedy, except as provided in the final paragraph of Section 11. Failure of the live feed does not constitute a failure to perform under Section 10, does not affect any other fee due under this Agreement, and is otherwise subject to Section 11.

The live feed is separate from the photography and video coverage of the service. Failure of the live feed does not affect Arlington Media's recording of the service or the files delivered under Section 8.

10. FAILURE TO PERFORM

Arlington Media will make reasonable efforts to provide high-quality photography and video services. The limitations in this Section are in addition to, and do not limit, Section 11.

If Arlington Media's assigned staff is injured, becomes too ill to work, experiences a death or serious illness in their immediate family, or experiences another exigent event, Arlington Media will make every reasonable effort to secure a qualified replacement photographer or videographer, and this Agreement will be assigned to that replacement. Coverage will then proceed under these Terms and Conditions and no refund is owed on that basis alone.

If a qualified replacement is not secured and the service is not covered, Arlington Media's sole responsibility and liability is limited to the return of all payments received for that coverage, and Client releases Arlington Media from all further obligations under this Agreement.

If for any other reason Arlington Media does not provide the coverage described in the booking confirmation, Arlington Media's responsibility and liability is limited to the return of all payments received for that coverage, and is subject to Section 11.

Arlington Media takes reasonable commercial care in the capture, transportation, and processing of digital files. In the event that files are lost due to mechanical failure, fire, theft, human error, or any other cause, and Arlington Media is unable to provide the agreed photography or video services, Arlington Media's responsibility and liability is limited to the return of all payments received for the service. In no event is Arlington Media liable for indirect, incidental, or consequential damages.

11. LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

Arlington Media will perform its services in a professional and workmanlike manner. Except as expressly stated in this Agreement, Arlington Media makes no warranties of any kind, express or implied, and disclaims all implied warranties, including any implied warranty of merchantability or fitness for a particular purpose.

Except as provided in the final paragraph of this Section, Arlington Media's total aggregate liability arising out of or relating to a Mission or this Agreement — whether based in contract, tort, warranty, statute, or otherwise, and regardless of the number or nature of the claims — will not exceed the total fees actually paid by Client to Arlington Media for that Mission.

Arlington Media will not be liable for indirect, incidental, consequential, special, exemplary, or punitive damages, or for lost profits, damages for emotional distress, or the cost of substitute services, even if Arlington Media has been advised of the possibility of such damages. The limitations in this Section apply notwithstanding the failure of any limited remedy of its essential purpose, and apply to every provision of this Agreement, including Sections 5, 7, 9, and 10.

Nothing in this Agreement limits or excludes liability for gross negligence, for willful misconduct, or for any liability that cannot be limited or excluded under applicable law.

12. FORCE MAJEURE

The performance and duties of the parties under this Agreement shall, as equitable and appropriate, be extended in time, declared satisfied, or nullified, or this Agreement may be declared terminated in its entirety, upon the occurrence of events including hurricane, act of war (whether declared or undeclared), flood, fire, earthquake, snow, tornado, act of terrorism, act of government, act of God, labor strike, power failure, failure or interruption of internet, telecommunications, cloud storage, or other third-party platforms or services, civil unrest, rioting, looting, declaration of martial law, or other similar or dissimilar events typically constituting force majeure; serious illness or death in the immediate family of any of the parties; or other events, occurrences, or conditions beyond the contemplation of the parties and beyond the reasonable control of either party that make performance impossible or commercially impracticable.

If this Agreement is terminated under this Section, Arlington Media will refund all payments received, less the value of any services already performed and delivered.

13. COST OF COLLECTING UNPAID BILLS

If, in Arlington Media's sole discretion, it becomes necessary to institute legal proceedings or take other action to obtain payment, Client agrees that it shall be liable for all fees, costs, and expenses reasonably incurred by Arlington Media in securing payment, including but not limited to fees paid to collection agencies, process servers, attorneys, investigators, and arbitrators; court costs and charges for serving process, levying on property, and executing judgments; and all other reasonable fees, charges, and expenses, including Arlington Media staff time at the rate of \$195.00 per hour, plus interest at 12% per annum on all such amounts from the dates incurred until paid, provided that no amount shall bear interest under both this Section and Section 2 for the same period.

14. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflict-of-laws principles. The parties agree that the exclusive venue for any dispute arising under this Agreement shall be the state courts located in Arlington County, Virginia, and each party consents to the personal jurisdiction of those courts.

Notice and opportunity to cure: If Client is dissatisfied with any aspect of a Mission or the delivered files, Client will notify Arlington Media in writing describing the concern, and will allow Arlington Media thirty (30) days to investigate and propose a resolution, before commencing an action under this Section. Nothing in this Agreement limits Client's right to review, comment on, or otherwise express an opinion about Arlington Media or its services.

Before commencing an action, the parties will attempt in good faith to resolve the dispute, including by participating in one session of non-binding mediation in the Washington, D.C. metropolitan area if either party requests it. This requirement does not apply to an action by Arlington Media to recover amounts owed, or to an application for injunctive relief.

Each party waives trial by jury in any action arising out of or relating to this Agreement.

Any claim by Client arising out of or relating to this Agreement or a Mission must be brought within one (1) year after the claim accrues, or it is permanently barred, except where a longer period is required by law. This paragraph does not apply to any claim by Arlington Media for amounts due under this Agreement.

15. NOTICES AND ELECTRONIC COMMUNICATIONS

Notices under this Agreement may be given by email to the addresses stated in the booking confirmation and are effective when sent. Client consents to receive booking, scheduling, invoicing, and delivery communications by email and text message. Message and data rates may apply to text messages, depending on Client's mobile carrier and service plan, and message frequency varies. Client may stop receiving text messages at any time by replying STOP to any message or by notifying Arlington Media; doing so does not affect communications sent by email or Client's rights under this Agreement. Client agrees that acceptance of this Agreement by payment of the deposit, and any electronic acknowledgment or signature, has the same legal effect as a handwritten signature.

16. ENTIRE AGREEMENT, AMENDMENTS, AND GENERAL PROVISIONS

This Agreement, together with the booking confirmation, constitutes the entire agreement between the parties and may not be changed, modified, supplemented, or amended except in a writing that expressly identifies itself as an amendment to this Agreement, is agreed to by both parties, and is issued on behalf of Arlington Media by an officer of the corporation. Correspondence, delivery notices, invoices, scheduling messages, and marketing statements do not amend this Agreement, and no employee or contractor of Arlington Media has authority to amend it. Scheduling changes, postponements, and rescheduling handled under Section 3, and an alternate invoicing schedule agreed under Section 2, are not amendments and do not require compliance with this paragraph.

No third party is an intended beneficiary of this Agreement, and no person other than Arlington Media and Client has any right to enforce it.

Arlington Media may assign this Agreement, in whole or in part, to a qualified replacement photographer or videographer as provided in Section 10, or in connection with a sale or transfer of its business. Client may not assign this Agreement without the written consent of Arlington Media.

Sections 6, 7, 8, 11, 13, 14, and 16, together with any payment obligation that has accrued, survive completion of the Mission and any termination of this Agreement.

17. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

18. MULTIPLE CLIENTS

Where more than one person or entity is identified as Client in the booking confirmation, each is jointly and severally liable to Arlington Media for all amounts due under this Agreement.

19. ACKNOWLEDGMENT AND ACCEPTANCE

BY REMITTING THE DEPOSIT OR THE TOTAL PACKAGE COST, BY CONFIRMING A BOOKING IN WRITING, OR BY PERMITTING ARLINGTON MEDIA TO COVER A SERVICE, CLIENT ACKNOWLEDGES THAT CLIENT HAS RECEIVED, READ, AND UNDERSTANDS THIS AGREEMENT AND EXPRESSLY AGREES TO BE LEGALLY BOUND BY THE TERMS HEREOF, INCLUDING THE GRANT OF PERMISSION IN SECTION 7.

These Terms and Conditions are provided or made available to Client at or before booking. Client should retain a copy for its records.

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