

TRAVELING & VISITING MODEL TALENT AGREEMENT

360ism Studios / Influencer Model Shoots

Version 2.0

This Traveling & Visiting Model Talent Agreement (the "Agreement") is entered into by and between **360ism Studios / Influencer Model Shoots** ("360ism" or the "Studio"), located at 1108 E. Main St, Suite 220, Richmond, VA 23219, and the undersigned model talent (the "Model"), identified on Schedule A.

This Agreement governs the terms under which the Model will travel to, visit, appear at, or be promoted for booking opportunities facilitated by 360ism Studios and/or Influencer Model Shoots.

This Agreement covers two distinct booking types — a Visiting Model Booking and a Featured Influencer Booking — which are defined in Section 2 and compared side by side in Section 5.3. They allocate cost, risk, and payment in opposite directions. Schedule A states which one applies. If Schedule A does not expressly say "Featured Influencer Booking," this is a Visiting Model Booking, with no guaranteed payment and no travel support.

This Agreement consists of this body, **Exhibit A** (the *IMG Model Appearance & Promotion Policy*), and **Schedule A** (the Booking Confirmation). Signing Schedule A executes all three.

1. Parties and Identification

The Studio is 360ism Studios / Influencer Model Shoots, 1108 E. Main St, Suite 220, Richmond, VA 23219.

The Model is the individual identified on Schedule A by legal name, professional name, address, phone, and email. The Model confirms that the information on Schedule A is accurate and will notify the Studio of any change before the booking date.

2. Definitions

"Policy" means the *IMG Model Appearance & Promotion Policy* in the version identified on Schedule A, attached as Exhibit A.

"Booking Date(s)" means the scheduled appearance date or dates stated on Schedule A.

"Visiting Model Booking" means the standard engagement under this Agreement: the Model is traveling to or visiting the Richmond market on her own initiative and schedule, arranges and pays for her own travel and lodging, and is compensated out of the sessions that actually book. This is the default engagement type. Section 7 governs it.

"Featured Influencer Booking" means the exceptional engagement in which the Studio has specifically recruited the Model to appear at 360ism Studios because of her public profile, following, or draw, has qualified her for a Guaranteed Block, and may be funding her travel. Section 6 governs it. A Featured Influencer Booking exists only where Schedule A expressly says so.

"Guaranteed Block" means the guaranteed five (5) hour booking block that forms the compensation structure of a Featured Influencer Booking under Section 6. A Guaranteed Block exists only within a Featured Influencer Booking.

"Group Shoot" means a session in which multiple photographers book and shoot the Model within a shared, scheduled event block. It does not include private one-on-one sessions.

"Private Session" means a session in which a single photographer books individual shooting time with the Model.

"Protected Booking Window" means, together: the Booking Date(s); the Guaranteed Block, if any; the forty-eight (48) hours immediately before the first scheduled booking date and time; and the forty-eight (48) hours immediately after the final scheduled booking date and time.

"Studio-Introduced Contact" means any photographer, attendee, lead, or client introduced to the Model through 360ism, Influencer Model Shoots, social media promotion, website promotion, flyers, event listings, booking pages, email promotion, or direct Studio outreach. The Studio bears the burden of documenting that a contact is a Studio-Introduced Contact.

3. Independent Contractor Status

The Model is engaged as an independent model talent / independent contractor for modeling-related services only.

Nothing in this Agreement creates an employment relationship, partnership, agency relationship, or joint venture between the parties. The Model is solely responsible for her own taxes, insurance, personal conduct, and other obligations associated with independent contractor status.

The Model sets her own rate of compensation, controls her own creative craft, wardrobe, posing, and professional methods, supplies her own wardrobe and personal equipment, and is free to provide modeling services to others except as expressly limited by Sections 13 and 14 of this Agreement.

The Model will provide a completed IRS Form W-9 before payment. The Studio will issue a Form 1099 where required by law.

4. The Policy — Incorporation and Order of Precedence

The Model acknowledges that she has received, read, and understood the Policy, in the version identified on Schedule A, and that it is attached to this Agreement as Exhibit A and incorporated into it in full.

Compliance with the Policy is a contractual obligation under this Agreement, not merely an expectation.

Where the documents conflict, the order of precedence is:

1. **Schedule A** (Booking Confirmation)
2. **This Agreement**
3. **The Policy** (Exhibit A)

A later revision of the Policy does not change the terms of an engagement already confirmed under a signed Schedule A.

5. The Two Booking Types

This Agreement covers two different arrangements. They are not variations of the same deal — they allocate risk, cost, and reward in opposite directions, and the Model should understand which one she is signing before she signs it.

5.1 Visiting Model Booking — the standard engagement, and the default. The Model is traveling to or visiting the Richmond market on her own initiative. She arranges and pays for her own travel, lodging, and schedule. The Studio provides the space, the event structure, the booking process, and promotion. Compensation comes out of the sessions that actually book. **There is no guaranteed payment of any kind, and the Studio provides no travel, lodging, or expense support of any kind.** Section 7 governs.

Unless Schedule A expressly states that this is a Featured Influencer Booking, this Agreement is a Visiting Model Booking.

5.2 Featured Influencer Booking — the exception. The Studio has specifically sought out the Model and is bringing her to 360ism Studios because her public profile, following, or draw is expected to generate photographer demand on its own. The Studio carries the demand risk through a Guaranteed Block, may fund her travel and lodging, and in exchange takes exclusivity and the booking upside. Section 6 governs.

5.3 Comparison.

	Visiting Model Booking (<i>default</i>)	Featured Influencer Booking (<i>exception</i>)
Who initiates	The Model is traveling through; the Studio adds a date	The Studio recruits and brings her out
Guaranteed payment	None	Total Guaranteed Minimum Compensation (Sec. 6)
Who bears demand risk	The Model — she earns what books	The Studio — it pays regardless of bookings
Booking upside	Shared with the Model per the split on Schedule A	Retained by the Studio (flat fee default)
Travel and lodging	Model's own cost, always	Studio may fund; stated on Schedule A
Exclusivity (Sec. 13)	Booking Date and reserved hours only	Full Protected Booking Window
Competing studio limit (Sec. 14)	Does not apply	Applies
Studio may cancel for low bookings	Yes — nothing owed (Sec. 23.2)	No — guarantee owed (Sec. 23.3), subject to the seven-day window (Sec. 23.4)
Governing section	Section 7	Section 6

5.4 Qualification for a Featured Influencer Booking. Qualification is at the Studio's sole discretion and depends on factors including the Model's public profile, audience size and engagement, market draw, tier, experience, portfolio, publication history, marketability, and prior performance with 360ism.

Most traveling and visiting models do not qualify. A Featured Influencer Booking is reserved for talent whose name alone is expected to sell sessions. Qualification for one Booking Date creates no entitlement to one on any future date, nothing in this Agreement obligates the Studio to offer one, and no statement, discussion, or prior booking creates a Featured Influencer Booking unless Schedule A says so in writing.

6. Featured Influencer Booking — The Guaranteed 5-Hour Block

This Section applies only to a Featured Influencer Booking. It has no application to a Visiting Model Booking, which is governed by Section 7.

6.1 Structure. The Studio reserves the Model for five (5) guaranteed hours. The block may include one Group Shoot, one or more Private Sessions, or another booking format determined by the Studio. The Model agrees to remain available, present, and booking-ready for the full block.

6.2 Compensation. The hourly rate, the number of guaranteed hours, and the Total Guaranteed Minimum Compensation are stated on Schedule A.

The default structure is a flat fee: the Model receives the Total Guaranteed Minimum Compensation and the Studio retains booking revenue for the block. The Studio carries the demand risk, and the Studio keeps the upside if the date performs.

Where Schedule A expressly elects it instead, the guarantee may operate as **a floor**, in which case the Model receives the greater of the Total Guaranteed Minimum Compensation or her share of booking revenue for the block, calculated after the Group Shoot Studio Fee under Section 8. Absent an express election on Schedule A, the flat fee applies.

6.3 The guarantee is not contingent on bookings. The Total Guaranteed Minimum Compensation is owed in full regardless of how many photographers book, and regardless of weather, season, market demand, or photographer availability. Section 10 of the Policy, which permits the Studio to modify or cancel a low-booking appearance, does not apply to a Guaranteed Block.

6.4 Format changes. The Studio may change the format of the day — converting a Group Shoot to Private Sessions, reordering sessions, or adjusting the structure of the block — without reducing the Total Guaranteed Minimum Compensation.

6.5 Scope. A guaranteed rate agreed for a specific Booking Date applies only to that engagement. It creates no obligation on the Studio to offer a Guaranteed Block on any future date, and no obligation on the Model to accept one.

7. Visiting Model Booking — The Standard Engagement

This Section applies to every engagement under this Agreement unless Schedule A expressly states that it is a Featured Influencer Booking.

7.1 Nothing is guaranteed. The Studio makes no representation, promise, or guarantee as to the number of Group Shoot participants or Private Sessions that will book, or as to any amount the Model will earn. The number of bookings depends on timing, season, weather, photographer availability, market demand, competing events, and other factors outside either party's control.

7.2 Compensation. The Model is compensated on the structure stated on Schedule A — per-booking payout, Group Shoot payout, Private Session split, revenue share, flat rate, or hourly rate — **based solely on the sessions that actually book and take place.** Where no sessions book, no compensation is owed.

7.3 Minimum bookings and modification. Where Schedule A states a minimum booking requirement and a decision deadline, and that minimum is not met by that deadline, the Studio may modify the format, reduce the event length, convert the date to Private Sessions only, reschedule, or cancel the appearance. The Studio will notify the Model by the decision deadline. Section 23.2 governs what is owed, which is nothing.

7.4 No travel or expense support, in any circumstance. The Studio does not provide or reimburse airfare, lodging, transportation, meals, or any other expense for a Visiting Model Booking, whether the engagement is a Group Shoot, Private Sessions, or both, and whether the date proceeds, is modified, or is cancelled.

The Model arranges her own travel and lodging, at her own cost and her own risk, as part of a trip she has organized for her own purposes. The Studio is not a sponsor of that trip and does not underwrite it.

7.5 The Model's other bookings. The Model is free to book other shoots, appearances, and studio dates in the same market during her visit, **subject to the disclosure and schedule-integrity obligations in Section 16.** She acknowledges that such bookings may reduce photographer turnout for the 360ism date, and that the Studio bears no financial responsibility for that outcome.

Her freedom to book elsewhere does not extend to her Committed Hours. Once the booking schedule is published, those hours belong to the date.

8. Group Shoot Studio Fee

8.1 The fee. All Group Shoot events are subject to a studio fee of **twenty percent (20%)** of Group Shoot event revenue. The fee covers the studio space, production environment, event structure, booking process, and promotional work behind the event.

8.2 How it is applied. The Studio collects Group Shoot payments through the official booking process. The 20% studio fee is deducted from Group Shoot event revenue **before** the Model's share is calculated. The Model's share is then computed on the remainder and remitted to her under Section 10.

Example: a Group Shoot collects \$1,000. The Studio fee is \$200. The Model's share is calculated against the remaining \$800 at the split stated on Schedule A.

8.3 Basis. "Group Shoot event revenue" means amounts actually collected for the Group Shoot event, net of payment processing fees charged by the payment processor. It does not include studio rental, gear rental, print sales, or any other line item billed separately.

8.4 Group Shoots only. The fee applies to Group Shoot events only. It does not apply to Private Sessions, whether booked on the same date as a Group Shoot or otherwise.

8.5 Waiver. The Studio may waive or reduce the fee for a particular Group Shoot in its sole discretion, based on factors including scheduling, available timing, studio time used, and the number of participants. Any waiver applies only to the specific Group Shoot identified in writing on Schedule A or in a subsequent written confirmation, and creates no expectation, precedent, or entitlement as to any future Group Shoot.

8.6 Interaction with a Featured Influencer Booking. Under the default flat-fee guarantee in Section 6.2, the studio fee does not reduce the Total Guaranteed Minimum Compensation — the Model receives the guarantee in full and the Studio retains Group Shoot revenue net of the fee. Where Schedule A expressly elects the floor structure instead, the studio fee is applied to Group Shoot revenue before the Model's share is computed, and the Model then receives the greater of that share or the Total Guaranteed Minimum Compensation.

8.7 Application to a Visiting Model Booking. For a Visiting Model Booking, the studio fee is deducted before the Model's Group Shoot split under Section 7.2 is calculated, as set out in Section 8.2.

9. Model Rate and Studio Tier

9.1 The Model sets her own rate. The Model establishes her own hourly rate for modeling services. The rate stated on Schedule A is the Model's rate, accepted by the Studio for the engagement described there.

9.2 The Studio decides whether to book at that rate. The Studio is under no obligation to book, promote, or fund any engagement at a rate it does not accept. Where the Studio and the Model do not agree on rate, neither party is obligated to proceed.

9.3 Event pricing is the Studio's. The Studio sets what photographers pay for Group Shoot participation, Private Session time, and event access, and determines the splits and payout structure stated on Schedule A. The Model's rate and the Studio's pricing to the public are separate decisions.

9.4 Tiers. The Studio assigns each model an internal booking tier — which may include Development Model, Working Model, and Premium / Featured Model — for purposes of promotion, positioning, booking eligibility, and eligibility for a Guaranteed Block. The Model's assigned tier is stated on Schedule A.

9.5 Effect of tier. Tier placement may affect promotion level, featured placement, eligibility for a Guaranteed Block, and the booking opportunities the Studio makes available. Tier placement does not set the Model's rate.

9.6 Adjustment. The Studio may adjust tier placement at its discretion based on factors including experience, professionalism, reliability, portfolio quality, demand, publication history, marketability, and prior performance with 360ism. A tier adjustment does not change the terms of an engagement already confirmed under a signed Schedule A.

9.7 Scope. A rate agreed for a specific engagement applies only to that engagement and creates no entitlement, on either side, as to future bookings.

10. Payment Terms

10.1 Timing. Unless Schedule A states otherwise, the Studio pays the Model at the conclusion of the Booking Date, or within seven (7) days of the Booking Date where payment is made by check or electronic transfer.

10.2 What is paid. The Model is paid the amounts determined under Section 6 or Section 7, net of the Group Shoot Studio Fee under Section 8 where applicable.

10.3 Method. Payment is made by the method stated on Schedule A. The Model provides a completed Form W-9 before payment is issued.

10.4 Statement. For engagements involving a revenue share, split, or per-booking payout, the Studio provides the Model with a statement showing bookings collected, the studio fee applied, and the resulting payout.

10.5 Discretionary bonuses. Additional bonus compensation, if any, is discretionary unless stated in writing on Schedule A.

10.6 Setoff. Where the Studio asserts a claim under Section 24, it may withhold payment only to the extent permitted by applicable law, and will provide the Model with a written statement of the amount withheld and the basis for it within seven (7) days.

11. Scheduling Authority

The Studio determines the structure and scheduling of the booking day, including Group Shoot timing, Private Session timing, order of sessions, setup flow, transitions between bookings, and use of the Guaranteed Block.

The Model agrees to arrive on time, remain present and prepared, follow the booking schedule assigned by the Studio, and conduct herself professionally throughout the booking block.

Wardrobe changes, makeup touch-ups, set transitions, and concept adjustments fit within the booking schedule unless otherwise approved by the Studio.

Nothing in this Section requires the Model to shoot outside the wardrobe level, posing boundaries, or content limits recorded on Schedule A.

12. Promotion Obligations

12.1 Compliance with the Policy. The Model will comply with the promotion requirements in Section 5 of the Policy and the promotion timeline in Section 6 of the Policy. These are contractual obligations under this Agreement.

12.2 Featured Influencer Booking — promotion is a condition of the guarantee. Because the Studio is paying a guarantee in reliance on the Model's draw, her compliance with the Policy's minimum promotion requirements is a condition of the Total Guaranteed Minimum Compensation. Where the Model materially fails to promote — meaning she does not accept a requested Collab post and does not publish a qualifying feed post, Reel, or carousel under Policy Section 5.1 — the Studio may treat the failure as a breach under Section 24.

12.3 Visiting Model Booking — promotion is a condition of the date. Because no guarantee is at stake, a promotion failure on a Visiting Model Booking is addressed differently. Where the Model materially fails to promote as described above, the Studio may cancel or reduce the appearance under Section 23.2 owing nothing, recover its documented nonrecoverable promotional costs under Section 24.3, and decline future dates under Section 15 of the Policy. The Model's own compensation also falls with turnout, since she is paid only on what books.

12.4 Minor shortfalls. Minor shortfalls in story cadence or timing are not material breaches under either booking type and are addressed through future booking priority under Section 15 of the Policy.

12.3 Studio obligations. The Studio will provide the Model with the approved flyer or event graphic, the official booking link or booking instructions, and the approved call-to-action copy, no later than the promotion start date stated on Schedule A. The Model's promotion obligations begin on receipt of those materials or on the promotion start date, whichever is earlier.

12.5 Disclosure. The Model will disclose the compensated relationship on promotional posts as required by Policy Section 5.5 and applicable Federal Trade Commission guidance, using Instagram's paid partnership label or a clear and conspicuous disclosure. This applies to both booking types.

12.6 Removal. The Model will not delete or archive a required promotional post before the Booking Date.

13. Exclusive Availability

13.1 Featured Influencer Booking. In exchange for the Guaranteed Block, funded travel where provided, and related promotion, the Model agrees to be exclusively available to 360ism during the full Guaranteed Block and the Protected Booking Window.

During that period, the Model will not accept, solicit, promote, schedule, or participate in any competing shoot, event, studio booking, meetup, or modeling appearance outside of 360ism without the Studio's prior written approval.

13.2 Visiting Model Booking. For a Visiting Model Booking, the Model's exclusivity is limited to her Committed Hours as recorded on Schedule A. She is otherwise free to book and appear as she chooses during her visit, subject to the disclosure and schedule-integrity obligations in Section 16.

This reflects the bargain: the Studio is not paying a guarantee, not funding travel, and not carrying demand risk, so it does not ask the Model to hold her whole calendar open. It does require her to honor the hours she committed to, because those hours have been published and sold.

14. Competing Studio Restriction

During the Protected Booking Window, the Model will not appear, shoot, book, or participate in any modeling-related activity through another studio, organizer, content house, or competing production space located within a twenty-five (25) mile radius of 360ism Studios.

This restriction applies whether the booking or appearance is arranged directly by the Model, through a third party, through a photographer, through another studio, or through social media, private message, referral, or informal arrangement.

This restriction is limited in time to the Protected Booking Window and in geography to twenty-five miles, and is intended to protect the Studio's investment in the guarantee, the funded travel, and the promotion behind the Booking Date. It does not restrict the Model's work outside that window or outside that radius.

This Section applies only to a Featured Influencer Booking. It does not apply to a Visiting Model Booking, where the Studio carries no guarantee and no travel cost and therefore asks for no geographic restriction.

15. Booking Coordination and Non-Circumvention

15.1 Coordination. All bookings involving the Model during the Protected Booking Window are coordinated through 360ism.

15.2 Non-circumvention. During the Protected Booking Window, the Model will not:

- book directly with photographers introduced through 360ism;
- redirect leads, photographers, or clients away from 360ism;
- move a proposed booking to another studio or location;
- privately arrange off-platform sessions; or
- use the visibility, promotion, or introductions created by 360ism to secure competing bookings.

15.3 Documentation. Where the Studio asserts that a contact is a Studio-Introduced Contact, it will provide the Model with the documentation supporting that assertion.

15.4 After the window. This Section does not restrict the Model's dealings with any photographer or client after the Protected Booking Window ends.

16. Disclosure, Availability, and Schedule Integrity

This Section applies to both booking types. The Studio builds and publishes a booking schedule from the hours the Model commits, and photographers reserve and pay against that published schedule. Everything in this Section exists because of that sequence.

16.1 Disclosure before booking. The Model represents that she has disclosed to the Studio, before signing Schedule A, all model events, workshops, group shoots, private booking days, studio appearances, and other photography commitments known to her that fall within twenty-one (21) days before or after the Booking Date in the markets identified in Section 8 of the Policy, including any such event she is organizing or hosting herself.

Disclosed commitments are recorded on Schedule A.

16.2 Continuing duty to disclose. The Model's disclosure obligation does not end at signature. Where the Model accepts, schedules, or becomes aware of any further commitment of the kind described in 16.1 at any time before the Booking Date, she will notify the Studio **promptly, and in any event within forty-eight (48) hours** of accepting or learning of it.

This is a disclosure duty, not a restriction. The Model remains free to accept other work. The Studio simply cannot build a reliable schedule around availability it does not know about.

16.3 Confirming availability. Before the Studio builds the booking schedule, the Model will confirm in writing the hours she is available and committing to. Those hours are recorded on Schedule A as her **Committed Hours**.

The Model is responsible for confirming Committed Hours she can actually honor. She should account for travel, other bookings, rest, and turnaround time before confirming, not after.

16.4 Schedule integrity — Committed Hours are held once the schedule is published. Once the Studio has published the booking schedule, opened bookings, or begun promoting the date, **the Model's Committed Hours are committed.** Photographers reserve and pay against those hours, and the Studio's obligations to them are created the moment the schedule goes live.

From that point, the Model will not reduce, shorten, delay the start of, end early, carve hours out of, or withdraw availability from her Committed Hours in order to accommodate another shoot, appearance, booking, travel change, or personal commitment, without the Studio's prior written approval.

16.5 Requesting a change. Where the Model needs to change her Committed Hours after publication, she will request the change from the Studio in writing as far in advance as possible. The Studio will accommodate a change where it reasonably can. Approval must be in writing, and an unanswered request is not approval.

16.6 Consequences. Removing hours from a published schedule is treated differently from cancelling a date, because the harm is already in motion — sessions have been sold, photographers have arranged their day, and the Studio must issue refunds and explanations.

Where the Model reduces or withdraws Committed Hours after publication without written approval, she is responsible for:

- documented refunds the Studio issues to photographers whose reserved sessions cannot be honored;
- documented nonrecoverable promotional and administrative costs attributable to the withdrawn hours; and
- the Studio's costs of rescheduling affected photographers.

The Studio may also reduce her payout proportionally to the hours not worked, remove her from current and future promotion, and decline future dates under Section 15 of the Policy.

16.7 What this Section is not. This Section does not restrict where, when, or for whom the Model works outside her Committed Hours. It asks two things: tell the Studio what else is on her calendar, and honor the hours she committed to once the Studio has sold them.

16.8 Breach. A knowingly false or materially incomplete disclosure under 16.1 or 16.2, or a withdrawal of Committed Hours under 16.4 without approval, is a breach under Section 24.

17. Age and Identity Verification

The Model represents and warrants that she is at least eighteen (18) years of age.

Before the Booking Date, the Model will provide a valid government-issued photo identification for the Studio's records. The Studio will retain a copy for its compliance records and will not use it for any other purpose.

18. Promotion Rights and Likeness

18.1 Grant. The Model grants the Studio permission to use her approved name, professional name, likeness, social media handle, and submitted promotional images to announce appearances, promote available booking slots, advertise Group Shoots and Private Sessions, create flyers and social media posts, and market the booking opportunity.

18.2 Scope. This use is limited to legitimate business, editorial, and marketing purposes connected to 360ism Studios / Influencer Model Shoots.

18.3 Term. This grant runs from the date of Schedule A and continues indefinitely for archival, portfolio, and historical marketing use. Promotional material published before any termination of this Agreement may remain published.

18.4 Warranty. The Model represents that she has the right to authorize use of any images she submits for these purposes.

19. Content Created During the Booking

19.1 Studio-created content only. This Section applies **only to photographs and video created by 360ism Studios** — meaning content captured by the Studio's owner, staff, or personnel acting for the Studio, including behind-the-scenes capture. It does not apply to images created by participating photographers or any other attendee.

19.2 Studio usage rights. The Model grants the Studio a non-exclusive, perpetual, royalty-free license to use Studio-created content from the booking for the Studio's marketing, portfolio, website, social media, and editorial purposes.

19.3 Participant images are outside this Agreement. Images created by photographers who book Group Shoot or Private Session time are not covered by this Agreement. Usage rights in those images are a matter between the Model and the photographer, subject to whatever terms the Studio and that photographer have separately agreed. The Studio claims no license in a participating photographer's images under this Agreement, and this Agreement grants the Model no rights in them either.

19.4 Model's rights in Studio-created content. The Model may use Studio-created content she receives from the booking for her own portfolio and social media, with credit to 360ism Studios where published publicly.

19.5 Behind-the-scenes capture. The Studio may capture and publish behind-the-scenes photo and video from the booking day, subject to the content limits recorded on Schedule A.

19.6 Boundaries control. Nothing in this Section authorizes use of content created outside the wardrobe level, posing boundaries, or content limits recorded on Schedule A.

20. Travel, Lodging, and Reimbursement

20.1 Availability. Travel and lodging support is available **only for a Featured Influencer Booking**, at the Studio's discretion, and only where stated on Schedule A.

No travel, lodging, transportation, meal, or reimbursement support of any kind is provided for a Visiting Model Booking. This is not a matter of discretion or negotiation on the day; it is the

defining economic difference between the two booking types.

20.2 Terms. Where support is provided, Schedule A states what is covered, who books and holds the reservations, whether amounts are advanced or reimbursed, and any documentation the Model must provide.

20.3 Purpose. Support is provided solely to facilitate the approved booking block and related Studio activities.

20.4 Restriction on use. Where the Studio pays for or provides lodging, the Model will not use that lodging or related accommodations for private shoots, off-platform content sessions, unapproved meetings intended to secure competing work, or any modeling activity outside the 360ism booking structure. Misuse of Studio-funded travel or lodging is a material breach.

20.5 Cancellation. Where the Model cancels under Section 22, she is responsible for documented nonrecoverable travel and lodging costs as set out there. Where the Studio cancels a Featured Influencer Booking under Section 23.3 or 23.4, the Studio bears the travel and lodging costs it agreed to cover on Schedule A. For a Visiting Model Booking, the Studio bears no travel or lodging cost in any circumstance, because it provides none.

20.6 Tax treatment. Travel support may be reportable income to the Model depending on how it is structured. The Model is responsible for her own tax treatment of any support received.

21. Professional Conduct

The Model will comply with Section 14 of the Policy, including 360ism Studios rules, safety standards, and professional conduct expectations.

Repeated lateness, poor communication, refusal to follow the booking schedule, disruptive behavior, or conduct that materially damages the event or the client experience may constitute breach.

The Studio may stop, modify, or decline any booking that violates studio rules, safety standards, legal requirements, or professional boundaries — including at the Model's request during a session.

22. Cancellation by the Model

22.1 More than fourteen (14) days before the Booking Date. The Studio may reschedule or release both parties from further obligation. No cancellation fee applies.

22.2 Between fourteen (14) and seven (7) days before the Booking Date. The Model is responsible for documented, nonrecoverable promotional and administrative expenses incurred by the Studio, and for documented nonrecoverable travel or lodging costs already paid by the Studio.

22.3 Within seven (7) days of the Booking Date. The Model is responsible for documented nonrecoverable promotional, administrative, travel, and lodging expenses, and for documented refund exposure caused to the Studio.

22.4 Within forty-eight (48) hours, failure to appear, or no-show. The Model is in material breach and is responsible for the amounts in 22.3 together with any remedies under Section 24.

22.5 Illness, emergency, and force majeure. Where the Model cannot appear because of documented illness, family emergency, or an event described in Section 25.8, the parties will first

attempt to reschedule. Where rescheduling is not practical, the Model remains responsible for documented nonrecoverable costs already paid by the Studio but no other amount.

23. Modification and Cancellation by the Studio

23.1 Format changes. The Studio may change the format of the booking day at any time under Section 11. For a Featured Influencer Booking, a format change does not reduce the Total Guaranteed Minimum Compensation.

23.2 Visiting Model Booking — cancellation. The Studio may modify, reduce, convert, reschedule, or cancel a Visiting Model Booking at any time, including where bookings are insufficient to cover the cost of running the date.

Where the Studio does so, **no compensation, fee, travel reimbursement, lodging reimbursement, or expense of any kind is owed to the Model.** The Studio has not underwritten the Model's travel for a Visiting Model Booking, and the Model arranges and bears the cost of her own travel, lodging, and scheduling at her own risk.

The Model acknowledges that she is free to book other shoots, appearances, and studio dates in the same market during her visit, that the Studio has no control over those bookings, and that such bookings may reduce photographer turnout for the 360ism date. The Studio does not accept financial responsibility for a low-turnout date, and the Model does not look to the Studio to underwrite a trip she has arranged for her own broader purposes.

23.3 Featured Influencer Booking — cancellation. A Featured Influencer Booking is an exclusive arrangement in which the Studio has sought out the Model and engaged her specifically to appear at 360ism Studios. Where the Studio cancels such an engagement, the Total Guaranteed Minimum Compensation is owed in full, together with any documented nonrecoverable travel costs the Studio agreed to cover on Schedule A.

23.4 Early cancellation of a Featured Influencer Booking — the seven-day window. The Studio may cancel a Featured Influencer Booking, for any reason, **at any time up to and including the seventh (7th) day before the first Booking Date**, and no Total Guaranteed Minimum Compensation is owed.

Where the Studio cancels within that window:

- **no guaranteed compensation is owed;**
- no other fee or expense is owed, except travel and lodging under the paragraph below;
- both parties are released from all further obligation for that Booking Date; and
- the Model's obligations under Sections 12, 13, and 14 end immediately on notice.

Travel and lodging are separate and are always honored. Where Schedule A states that the Studio is covering the Model's travel or lodging, the Studio remains responsible for those costs whenever it cancels, including within the seven-day window. Amounts already paid by the Studio are not recovered from the Model, and documented nonrecoverable amounts the Model has already paid are reimbursed. The Studio made that commitment to bring the Model to Richmond, and cancelling the date does not withdraw it.

Notice is given in writing under Section 25.6 and is effective when sent.

Once the seven-day window has closed — that is, from the sixth (6th) day before the first Booking Date onward — Section 23.3 applies and the Total Guaranteed Minimum Compensation is owed in full.

Worked example: for a Saturday booking date, the Studio may cancel without owing the guarantee through the preceding Saturday. From the Sunday onward, the full guarantee is owed. Travel and lodging the Studio agreed to cover are honored in either case.

23.5 Cancellation for cause. Sections 23.3 and 23.4 do not apply where the Studio cancels because of the Model's breach, a failure of the representations in Sections 16 or 17, or conduct described in Section 21. In those cases no compensation is owed.

23.6 Force majeure. Where the Studio cancels because of an event described in Section 25.8, the parties will first attempt to reschedule. Where rescheduling is not practical, no compensation is owed, and each party bears its own costs.

24. Breach and Remedies

24.1 Breach. A breach of this Agreement includes:

- booking or appearing at a competing studio in violation of Section 14;
- violating exclusivity under Section 13;
- circumventing the booking process in violation of Section 15;
- material failure to promote under Section 12.2;
- a knowingly false or materially incomplete disclosure under Section 16.1 or 16.2;
- reducing or withdrawing Committed Hours after schedule publication without written approval, under Section 16.4;
- a false representation under Section 17;
- misusing Studio-funded travel or lodging under Section 20.4;
- refusing to honor the assigned booking schedule; or
- materially disrupting scheduled event operations.

24.2 Remedies. In the event of breach, the Studio may, to the extent permitted by law:

- cancel remaining sessions;
- terminate the booking relationship immediately;
- withhold unpaid compensation, subject to Section 10.6;
- require reimbursement of documented nonrecoverable expenses;
- remove the Model from current and future promotions; and
- bar the Model from future bookings.

24.3 Documented costs. The Studio's primary monetary remedy is recovery of its documented, nonrecoverable costs — promotional spend, administrative costs, travel and lodging already paid, studio time held, and refund exposure caused.

24.4 Notice and opportunity to cure. For a breach that is capable of being cured before the Booking Date — including a promotion failure under Section 12.2 — the Studio will notify the Model in writing and allow forty-eight (48) hours to cure before treating the breach as material.

25. General Provisions

25.1 Severability. If any provision of this Agreement is held unenforceable, that provision is modified to the minimum extent necessary to make it enforceable, or severed if it cannot be. All remaining provisions continue in full force.

25.2 No assignment. The Model may not assign, delegate, transfer, or substitute another individual under this Agreement without the Studio's prior written approval.

25.3 Governing law. This Agreement is governed by the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles.

25.4 Venue. Any dispute arising out of this Agreement will be brought in the state or federal courts located in the City of Richmond, Virginia, and both parties consent to that venue, unless otherwise required by law.

25.5 Attorney's fees. In any action to enforce this Agreement, the prevailing party is entitled to recover its reasonable attorney's fees and costs.

25.6 Notices. Notices under this Agreement are given in writing to the addresses and email addresses stated on Schedule A, and are effective on delivery, or on the next business day where sent by email.

25.7 Electronic signature and counterparts. This Agreement may be executed electronically and in counterparts. An electronic or scanned signature has the same effect as an original.

25.8 Force majeure. Neither party is liable for failure to perform because of an event beyond its reasonable control, including severe weather, natural disaster, fire, flood, power or utility failure, government order, public health emergency, or loss of access to the premises. The affected party will notify the other promptly.

25.9 Entire agreement. This Agreement, together with Exhibit A (the Policy) and Schedule A (the Booking Confirmation), is the entire agreement between the parties regarding its subject matter, and supersedes prior verbal discussions, informal messages, and prior understandings relating to the booking block, exclusivity, promotion, compensation, and participation. For the avoidance of doubt, the Policy is part of this Agreement and is not superseded by it.

25.10 Amendment. Any amendment must be in writing and signed by both parties.

25.11 Survival. Sections 2, 3, 15.4, 18, 19, 24, and 25 survive expiration or termination of this Agreement.

25.12 Acknowledgment. By signing Schedule A, the Model acknowledges that she has read and understood this Agreement and the Policy, and agrees to be bound by both. The Model further acknowledges that the Studio relies on this Agreement in deciding whether to promote, schedule, fund, or facilitate the Model's visit and booking opportunities.

SCHEDULE A — BOOKING CONFIRMATION

Signing this page executes the Traveling & Visiting Model Talent Agreement (Version 2.0) together with Exhibit A, the IMG Model Appearance & Promotion Policy.

Booking reference: _____ Date issued: _____

Model

Legal name	
Professional name	
Address	
City / State / Zip	
Phone	
Email	
Government photo ID received (Sec. 17)	☐ Yes — date: _____
W-9 received (Sec. 3)	☐ Yes — date: _____

Engagement

Booking date(s)	
COMMITTED HOURS (Sec. 16.3) — the hours the Model confirms she is available and committing to. Held once the schedule is published.	
Availability confirmed in writing by Model on	
Format	☐ Group Shoot ☐ Private Sessions ☐ Both ☐ Workshop
BOOKING TYPE (Sec. 5)	☐ VISITING MODEL BOOKING — default. No guarantee. No travel support. Model paid only on what books. ☐ FEATURED INFLUENCER BOOKING — exception. Requires Studio qualification. Guarantee applies.
Assigned tier (Sec. 9)	☐ Development ☐ Working ☐ Premium / Featured

Compensation

If FEATURED INFLUENCER BOOKING (Sec. 6) — complete this block only:

Model's hourly rate (set by Model, Sec. 9.1)	\$_____ per hour
Guaranteed hours	5
Total Guaranteed Minimum Compensation	\$_____
Guarantee paid as	☐ Flat fee (default — Studio retains booking revenue) ☐ Floor against revenue share (express election only)
Basis for qualification (Sec. 5.4)	

If VISITING MODEL BOOKING (Sec. 7) — complete this block only:

Compensation structure	
Group Shoot split	Model _____% / Studio _____% (after studio fee)
Private Session split	Model _____% / Studio _____%
Minimum booking requirement	_____ bookings
Decision deadline	_____

Group Shoot Studio Fee (Sec. 8)

20% studio fee	☐ Applies ☐ Waived ☐ Reduced to _____%
If waived or reduced, basis	

A waiver applies to this Group Shoot only and sets no precedent.

Promotion (Sec. 12, Policy Secs. 5-6)

Policy version in force	IMG Model Appearance & Promotion Policy v_____
Approved materials delivered on	
Promotion start date (outside date)	
Booking link / method	
Collab post requested	☐ Yes ☐ No

Other commitments disclosed (Sec. 16.1)

List all events, shoots, appearances, and photography commitments within 21 days before or after the booking date in the markets named in Policy Sec. 8, including events the Model is hosting. Write "None" if none. The Model must report anything further within 48 hours of accepting it — Sec. 16.2.

Boundaries (Secs. 11, 19)

Wardrobe level	
Posing boundaries	
Content limits	
BTS capture permitted	☐ Yes ☐ No ☐ With limits: _____
Special restrictions	

Travel and lodging (Sec. 20) — FEATURED INFLUENCER BOOKING ONLY. Leave blank for a Visiting Model Booking.

Support provided	☐ None ☐ Airfare ☐ Lodging ☐ Transportation ☐ Meals
Who books and holds reservations	
Advanced or reimbursed	
Documentation required	

Payment (Sec. 10)

Payment timing	☐ End of booking date ☐ Within 7 days ☐ Other: _____
Payment method	

Notices (Sec. 25.6)

	Studio	Model
Address	1108 E. Main St, Suite 220, Richmond, VA 23219	
Email	info@360ism.com	

Signatures

Studio Representative — 360ism Studios / Influencer Model Shoots

Name

Signature

Date**Model Talent**

Legal name

Signature

Date

By signing, the Model confirms she has received and read the Traveling & Visiting Model Talent Agreement v2.0 and the IMG Model Appearance & Promotion Policy identified above, and that the Committed Hours recorded on this page are hours she can honor. She understands that once the booking schedule is published, those hours are held and cannot be reduced or withdrawn without the Studio's written approval (Sec. 16.4).