

Terms and Conditions



01 General Terms The client (the “Client”) and Photographer (Photographer) agree that the Photographer will provide photography services as outlined below. This is a legally-binding contract. This contract represents the entire understanding of the requirements, schedule, and payment terms for the photography services listed

above. If there are any disputes or actions resulting in legal proceedings related to this contract, such actions shall take place in and be subject to the laws of San Diego, CA. Clients accept sole financial responsibility for any legal fees or related costs incurred by the Photographer in enforcing the terms of this photography contract. Any failure by one or both parties to uphold or enforce a provision of this contract shall not constitute a waiver of any other provision of this contract.

02 Payment Terms The Client agrees to retain the Photography for the services listed above by signing this photography contract and paying a non-refundable deposit equal to \$50. Client acknowledges that no reservation can be made prior to the signature of this contract and subsequent payment of the initial service deposit. The remaining balance for the above listed photography services shall be due in full prior to the date of photoshoot. In the event that payment is not made in full by this deadline, Photographer reserves the right to terminate this contract, retain the initial deposit, and no longer be held liable for providing further services to the Client.

03 Rescheduling & Cancellation The Client may cancel this contract at any time up to 7 days prior to the date of photoshoot. To do so, Clients must send a written cancellation notice via either email or certified mail. The Client hereby forfeit their initial deposit in case of cancellation, and agree to pay the full amount for the services listed above should they cancel this photography contract after the date 7 days before the date of photoshoot. Client may reschedule the date of the photoshoot listed above no later than 7 days prior to date of photoshoot with the written approval of the Photographer. Should the Photographer be unable to accommodate the Client’s rescheduled date, the Client will not be held responsible for the remaining balance of this photography contract, but will forfeit their initial deposit. Due to the risks associated with COVID-19, all parties agree to cancel the session if anyone feels ill or has pending test results. By signing, all parties acknowledge that carriers may be asymptomatic and understand the inherent risks involved. Both the client and photographer agree to notify each other of any illness within 14 days of the session. The client accepts responsibility for participation at their own risk and agrees to indemnify the photographer against any COVID-19-related claims. All parties will follow CDC protocols, including mask-wearing when necessary.

04 Liability If the Photographer should be unable to provide the goods and services outlined in this contract for any reason, Photographer agrees to refund any fees paid by the Client, minus applicable expenses, and shall have no further liability with regards to this contract. This limitation of liability also applies to any loss or damage to footage, photographs or other materials after the events listed in this contract. The sole remedy for any actions or claims resulting from the Photographer’s inability to deliver the goods and services listed in this contract shall be limited to a refund of monies paid by the Client to the Photographer. Photographer will not be held liable for compromised event coverage due to interference from other parties, including interfering traffic in public spaces. Likewise,

Photographer is not responsible for degraded coverage due to environmental issues, such as poor event lighting, space, or backdrops. Photographer is not responsible for the printed copies of images delivered to the Client as electronic files.

05 Media Archiving & Delivery The Clients acknowledge that the Photographer does not maintain archives of images and footage after delivering requested images and other goods to the Clients. It is the Client’s sole responsibility to request any desired prints, products, or files within 30 days of the date of photoshoot.

06 Additional Services & Pricing Any additional goods or services not included in this photography contract will be sold at then-current rates. Photographer makes no pricing guarantees outside of the terms of this contract, and the Client acknowledges that prices for additional goods or services are subject to change suddenly and without notice.

07 Photographer & Client Responsibilities Ali Hayward Photography will be the sole and exclusive photographer for the above listed photoshoot. Photographer is responsible for bringing any equipment or assistants necessary to conduct the services outlined in this contract. Client agrees to prevent any other photographers or videographers at the shoot listed in this contract from interfering with the Photographer’s performance of their duties. This includes guests and other amateur photographers or videographers.

08 Coverage Photographer will provide the goods and services listed in this photography contract, including event coverage for the listed hours at the venues listed. If additional coverage hours are requested on the day of the events, Clients agree to pay the Photographer in full for those additional hours at the hourly rate listed in this contract. Photographer agrees to make every effort to provide satisfactory coverage, but cannot make any guarantees as to specific photos, poses, etc during the event.

09 Model Release This photography contract serves as a model release. This grants the Photographer the right to use all images and footage without restriction for advertising, portfolios, and other lawful purposes. The Client waives the right to inspect any images produced using the images or footage from the events in this contract, and the right to restrict the use of the images or footage from the listed events by the Photographer.

10 Copyright & Reproduction Rights All photographs and footage are and shall remain the sole intellectual property of the Photographer in accordance with United States Copyright Laws. The Client hereby waives any rights to intellectual property ownership, monetization, or reproduction of the images and footage created by the Photographer, with exception of the terms of any formal written releases provided to the Client by the Photographer. Client agrees not to reproduce or modify the images or footage provided by the Photographer without first obtaining a formal written release signed by the Photographer. Should the Photographer discover any violations to this agreement, the Client agrees to be held financially responsible at a rate of \$300 per violation.

I agree to The **Terms and Conditions** outlined herein:

Name: _____ Signature: _____ Date: _____

This document constitutes the final and complete agreement between the Client and Ali Hayward Photography regarding the work to be performed. All previous drafts, versions, or proposals are rendered null and void. Any additional terms or agreements, whether verbal or implied, must be confirmed in writing and authorized by Ali Hayward Photography to be considered valid.