



## **TERMS & CONDITIONS FOR HEADSHOT PHOTOGRAPHY**

In the following terms & conditions, the term “photographer” shall mean Ascend Photography LLC. The “clients” shall be those persons defined as those getting their headshot taken and delivered. These terms & conditions cannot be varied by the clients unless such conditions are expressly agreed by the photographer in writing.

### **1. COPYRIGHT**

a. The Copyright Law of the United States of America assigns the copyright of the images to the photographer. However, the client is invited to display and use the finalized headshot images in any manner they wish and they will retain this right in perpetuity.

### **2. DISPLAY**

a. The client(s) hereby allow(s) the photographer to display any photograph covered by this agreement and to, upon Ascend Photography’s discretion, use the image(s) to generally promote the business in advertising or promotions.

### **3. CREATIVE LICENSE, COVERAGE AND REPRODUCTION**

a. Photographs taken during the course of the headshot event will be at the discretion of the photographer, although every effort will be made to comply with the client’s wishes and requirements.

### **4. PAYMENT**

a. A non-refundable booking fee of \$25.00 will confirm your booking as well as full acceptance of the terms and conditions. The booking fee will be deducted from the cost of the client's appointment and delivery fee when calculating the final balance due.

b. Payment in full of the remaining balance will be due at the time of the delivery of the images.

### **5. FORCED CANCELLATION**

a. In the very unlikely events of a cancellation by the photographer or of total photographic failure, liability shall be limited to a full refund of any fees paid.

b. The photographer will make every reasonable effort to reach out to another photographer in the event they are unable to attend on the date due to any cause beyond their control; e.g., sudden illness, injury, victim of crime, flooding, vehicle breakdown etc.

## **6. DIGITAL NEGATIVE FILES**

a. All digital negatives (computer files) remain the property of the photographer.

b. Should the digital negative files be lost, damaged or destroyed for the reasons beyond control, the photographers liability shall be limited to a full refund of any deposits and fees paid, but shall not include a refund for any goods already received.

## **8. PERSONAL ACCIDENT**

a. Any directions issued to clients, their guests or employees during a photographic shoot are deemed to be at said persons own risk. The photographer cannot be held responsible for any personal accidents during a photographic shoot.

## **9. CANCELLATION FEES**

a. If the client(s) have to cancel a booking, the \$25.00 deposit is non-refundable.

## **10. DELIVERY**

a. The photographer will aim to deliver the final images (in .jpg format) within 2-3 days after the shoot. Final images will include light touchups in editing. Additional photo editing can be performed for a nominal fee.