

AARON HILL PHOTOGRAPHY, LLC

Terms and Conditions

[1] Definition: “Image(s)” means all visual representations furnished to Client(s) by *AARON HILL PHOTOGRAPHY, LLC (AHP)*, whether captured, delivered, or stored in photographic, magnetic, optical, electronic, or any other media. Unless otherwise specified on the front of this document, *AHP* may deliver, and Client(s) agrees to accept, Images encoded in an industry-standard data format that *AHP* may select, at a resolution that *AHP* determines will be suitable to the subject matter of each Image and the reproduction technology and uses for which the Image is licensed. It is Client(s)’s responsibility to verify that the digital data (including color profile, if provided) are suitable for reproduction of the expected quality and color accuracy, and that all necessary steps are taken to ensure correct reproduction. If the data are not deemed suitable, *AHP*’s sole obligation will be to replace or repair the data, but in no event will *AHP* be liable for poor reproduction quality, delays, or consequential damages. Unless otherwise specifically provided elsewhere in this document, *AHP* has no obligation to retain or archive any of the Images after they have been delivered to Client(s). Client(s) is responsible for sending an authorized representative to the assignment or for having an authorized representative review the images remotely during the assignment. If no review is made during the assignment, Client(s) is obligated to accept *AHP*’s judgment as to the acceptability of the Images.

[2] Rights: All Images and rights relating to them, including copyright and ownership rights in the media in which the Images are stored, remain the sole and exclusive property of *AHP*. Unless otherwise specifically provided elsewhere in this document, any grant of rights is limited to the Client(s) and those given specific permission by the Client(s) for usage in print (conventional non-electronic and non-digital) media and on Client(s)’s personal social media. Unless otherwise specifically provided elsewhere in this document, no image licensed for use on a cover of or within a publication may be used for promotional or advertising purposes without the express permission of *AHP* and the payment of additional fees. No rights are transferred to Client(s) unless and until *AHP* has received payment in full. The parties agree that any usage of any Image without the prior permission of *AHP* will be invoiced at three times *AHP*’s customary fee for such usage. Unless otherwise specifically provided elsewhere in this document, all usage rights are limited to print media and Client(s)’s personal social media accounts, any other uses as strictly prohibited. This prohibition includes any rights or privileges that may be claimed under §201(c) of the Copyright Act of 1976 or any similar provision of any applicable law. Digital files may contain copyright and other information embedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes violation of the Copyright Act. All fees and expenses payable under this agreement are required irrespective of whether Client(s) makes actual use of the Images or the licenses to use them. Unless specifically provided elsewhere in this document, no reprographic, reprint, republication or other secondary reproduction usages may be made without express permission from *AHP*.

[3] Photo Credit: All published usages of Images or usages on a Client(s)’s personal social media account will be accompanied by written credit to *AHP* or copyright notice as specified by *AHP*. If a credit is required but not actually provided, Client(s) agrees that the amount of the invoiced fee will be subject to a three-times multiple as reasonable compensation to *AHP* for the lost value of the credit line as well as potential legal suit if uncredited Images are not removed immediately.

[4] Alterations: Client(s) will not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Image(s), alone or with any other material, including making digital scans unless specifically permitted by *AHP*, except that cropping and alterations of contrast, brightness, and color balance, consistent with reproduction needs may be made. Client(s) may make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the Image(s) alone or with any other material, including making digital scans, subject to the provisions as stated in [5] below.

[5] Indemnification: Client(s) will indemnify and defend *AHP* against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or any use of any Image(s) or arising out of use of or relating to any materials furnished by Client(s). Unless delivered to Client(s) by *AHP*, no model or property release exists, and it is Client(s)'s responsibility to obtain the necessary permissions for usages that require any model or property releases not delivered by *AHP*. It is Client(s)'s sole responsibility to determine whether any model or property releases delivered by *AHP* are suitable for Client(s)'s purposes. *AHP*'s liability for all claims shall not exceed in any event the total amount paid under the invoice.

[6] Assumption of Risk: Client(s) assumes full risk of loss or damage to or arising from materials furnished by Client(s) and warrants that said materials are adequately insured against such loss, damage, or liability.

[7] Transfer and Assignment: Client(s) may not assign or transfer this agreement or any rights granted under it. This agreement binds Client(s) and inures to the benefit of *AHP*, as well as their respective principals, employees, agents, and affiliates, heirs, legal representatives, successors, and assigns. Client(s) and its principals, employees, agents, and affiliates are jointly and severally liable for the performance of all payments and other obligations hereunder. No amendment or waiver of any terms is binding unless set forth in writing and signed by the parties. However, the invoice may reflect, and Client(s) is bound by, Client(s)'s oral authorizations for additional Images, fees and expenses that could not be confirmed in writing because of insufficient time or other practical considerations. This agreement incorporates by reference the Copyright Act of 1976, as amended. It also incorporates by reference those provisions of Article 2 of the Uniform Commercial Code that do not conflict with any specific provisions of this agreement; to the extent that any provision of this agreement may be in direct, indirect, or partial conflict with any provision of the Uniform Commercial Code, the terms of this agreement shall prevail. To the maximum extent permitted by law, the parties intend that this agreement shall not be governed by or subject to the UCITA of any state. *AHP* is an independent contractor and not an employee. If *AHP* is deemed under any law to be an employee of Client(s), and if the Images are therefore considered works made for hire under the U.S. Copyright Act, Client(s) hereby transfers the copyright to all such Images to *AHP*. Client(s) agrees to execute any documents reasonably requested by *AHP* to accomplish, expedite or implement such transfer.

[8] Disputes: Except as provided in [9] below, any dispute regarding this agreement shall, at *AHP*'s sole discretion, either:

(1) be arbitrated in *AHP*'s City, *AHP*'s State, under rules of the American Arbitration Association and the laws of *AHP*'s State; provided, however, that irrespective of any specific provision in the rules of the American Arbitration Association, the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgment on the arbitration award

may be entered in any court having jurisdiction. Any dispute involving \$5,000 or less may be submitted without arbitration to any court having jurisdiction thereof.

OR

(2) be adjudicated in *AHP's* City, *AHP's* State under the laws of the United States and/or of *AHP's* State.

(3) In the event of a dispute, Client(s) shall pay all court costs, *AHP's* reasonable legal fees, and expenses, and legal interest on any award or judgment in favor of *AHP*.

[9] Federal Jurisdiction: Client(s) hereby expressly consents to the jurisdiction of the Federal courts with respect to claims by *AHP* under the Copyright Act of 1976, as amended, including subsidiary and related claims.

[10] Overtime: In the event a photo session extends beyond the time purchased in the photography package, *AHP* may charge for such excess time at a rate of fifty dollars (\$50) for each additional thirty (30) minutes in excess of initial time purchased regardless if a full thirty (30) minute or more extension time is used. Payment in full of any additional charges are expected at the end of the photography session, unless specifically expressed by *AHP*.

[11] Additional Fees: The Client(s) is expected to adhere to the purchased photography session package, unless specifically discussed by *AHP*. Client(s) may be charged the difference of the package that corresponds to any accommodations the Client(s) requests during a session, including but not limited to additional outfits or locations. Client(s) agrees to pay any entrance fees and location fees that may be required by a location for entrance and usage. Client(s) agrees to pay an additional meal fee for twenty-five dollars (\$25) for any sessions that exceed five (5) hours regardless if a meal break is taken during the session. The Client(s) agrees to pay an additional twenty-five dollars (\$25) for each additional accommodation requested that exceeds the most expensive photography session package purchased including but not limited to outfits and locations of three (3) or more during a photography session. Payment in full of any additional charges are expected at the end of the photography session, unless specifically expressed by *AHP*.

[12] Reshoots: Client(s) will be charged one hundred percent (100%) fee and expenses for any reshoot required by Client(s). For any reshoot required because of any reason outside the control of Client(s), specifically including but not limited to acts of God, nature, war, terrorism, civil disturbance or the fault of a third party, *AHP* will charge no additional fee, and Client(s) will pay all expenses. If *AHP* charges for special contingency insurance and is paid in full for the shoot, Client(s) will not be charged for any expenses covered by insurance. A list of exclusions from such insurance will be provided on request.

[13] Assignment Cancellations and Postponements: Cancellations: Client(s) is responsible for payment of all expenses incurred up to the time of cancellation of the photography session, plus fifty percent (50%) of *AHP's* fee for the purchased photography package; however, if notice of cancellation is given less than seven (7) days before the initially requested photography session date, Client(s) will be charged one hundred percent (100%) fee. **Postponements:** Unless otherwise agreed in writing, Client(s) will be charged a one hundred percent (100%) fee if postponement of the photography session occurs within seven (7) days of the initially requested photography session date. *AHP* will charge no additional fee if postponement of photography session is requested by the Client(s) greater than seven (7) days before the initially requested photography session date. Fees for cancellations and postponements will apply irrespective of the reasons for them, specifically including but not limited to weather conditions, acts of God, nature, war, terrorism, civil disturbance, and the fault of a third party.

[14] Final Disclaimer and Liability Release: By purchasing a photography session package from *AHP* and agreeing to the Terms and Conditions stated above, the Client(s) hereby waive, release, and discharge Aaron Hill, *AARON HILL PHOTOGRAPHY, LLC*, and all of its affiliates, from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur including traveling to and from photography session. *AHP* is not responsible for any injuries inflicted upon any participating parties. Client(s) will be responsible for their children themselves and release the photographer from any claims against their person or their business. Client(s) swear that each person is participating voluntarily in the said photography session and forfeit all right to bring a suit against Aaron Hill and *AARON HILL PHOTOGRAPHY, LLC* for any reason. The Client(s) grants *AHP* the right to use and publish images and photographs taken at the photography session to further promote *AARON HILL PHOTOGRAPHY, LLC*, including portfolio, print, web site, display, advertisement, and editorial use.

AARON HILL PHOTOGRAPHY, LLC reserves the right to update the terms and conditions found within this document before the purchase of any photography session package without notice.