

DESCRIPTION OF SERVICES

Ashlyn Bradbury Photography will make a good faith effort to achieve Client's desired results. However, Ashlyn Bradbury Photography will maintain ultimate discretion and control over the Session. Ashlyn Bradbury Photography will use the equipment that Ashlyn Bradbury Photography finds appropriate and will take the photographs that Ashlyn Bradbury Photography finds appropriate. Client's desired results are limited by the terms of this Agreement.

NO GUARANTEED RESULTS

As stated in "Description of Services" of this Agreement, Ashlyn Bradbury Photography will make a good faith effort to achieve Client's desired results. However, photography is a subjective art form, and Client acknowledges that Ashlyn Bradbury Photography cannot and will not guarantee any particular results, including Client's desired results.

PAYMENT

Client must pay according to agreed upon payment amount and schedule. If Client does not pay according to the agreed upon payment schedule, Client automatically forfeits the Session.

CANCELLATION POLICY

Upon both Parties signing this Agreement, Ashlyn Bradbury Photography will reserve the Session time and will not make another reservation for the specified time frame. For this reason, all payments are non-refundable. If Client must cancel, Client's payment will be held as credit toward rescheduling. Refunds will only be allowed as established by Part 10 of this Agreement.

IN THE EVENT PHOTOGRAPHER CANNOT PERFORM

In the event of Ashlyn Bradbury Photography's foreseeable illness, conflict or inability to perform, or the Session does not take place, Ashlyn Bradbury Photography will reschedule.

EXCLUSIVITY

It is understood and agreed that no other Ashlyn Bradbury Photography will be allowed to photograph or take pictures during the Session while Ashlyn Bradbury Photography is

working, unless otherwise agreed by the Parties in writing. This restriction applies to Client and any associates of Client and includes cell-phone cameras, computer cameras, and their equivalents.

LIMITS OF LIABILITY

If Ashlyn Bradbury Photography cannot perform this Agreement in whole or in part due to circumstances outside of the Parties' control, such as sudden injury, illness, lost equipment, or acts of God, then Ashlyn Bradbury Photography will return all fees to the Client(s) but shall have no further liability with respect to this Agreement. Ashlyn Bradbury Photography will also return all fees, but will not be liable for any other injuries, if photographic materials are damaged in processing, lost through camera malfunction, lost in the mail, or otherwise lost or damaged, rendering the photographic material unusable, without fault on the part of Ashlyn Bradbury Photography. In no event, regardless the circumstances, shall Ashlyn Bradbury Photography be liable for consequential, emotional, third-party, punitive or any other damages, including attorney's fees, resulting from Ashlyn Bradbury Photography's services or lack thereof. Ashlyn Bradbury Photography shall only be liable up to the price of this Agreement.

ASHLYN BRADBURY PHOTOGRAPHY'S STYLE & DISCRETION

Client understands and agrees that Client is hiring Ashlyn Bradbury Photography to perform Ashlyn Bradbury Photography's services in Ashlyn Bradbury Photography's own discretion and style. Client has no authority to control the manner in which Ashlyn Bradbury Photography takes photos. Client has no right to rescind this Agreement in any way if Client is not satisfied with Ashlyn Bradbury Photography's photography.

ARCHIVING PHOTOGRAPHS

Ashlyn Bradbury Photography will archive digital files of all photos taken for Client for up to two years. Photographer does not guarantee back-up photographs, prints or data after this time.

RESTRICTIONS ON USE OF PHOTOGRAPHY

All photos and images taken by Ashlyn Bradbury Photography or an assistant remain the sole, copyrighted, intellectual property of Ashlyn Bradbury Photography. Ashlyn Bradbury Photography may reproduce, use and distribute the photos and images for any personal, business, marketing or studio purpose. Model expressly agrees to release to Ashlyn Bradbury Photography any personal or proprietary interest in the photographic materials that result from the session and agrees that Ashlyn Bradbury Photography

may showcase, sell, or otherwise distribute photographic materials from the session, including those depicting Model.

Client shall not post physically or in digital form, including on any social media website, blog or application, any of Ashlyn Bradbury Photography's photos without attributing Ashlyn Bradbury Photography. Please tag @AshlynBradburyPhotography when posting on Facebook and @AshlynBradbury when posting on Instagram.

INTELLECTUAL PROPERTY RIGHTS & RELEASE

All photos and images taken by Ashlyn Bradbury Photography or an assistant remain the sole, copyrighted, intellectual property of Ashlyn Bradbury Photography, even after full payment by Client and distribution to Client. Ashlyn Bradbury Photography may reproduce, use and distribute the photos and images for any personal, business, marketing or studio purpose. Client expressly agrees to release to Ashlyn Bradbury Photography any personal or proprietary interest in the photographic materials that result from the session, and agrees that Ashlyn Bradbury Photography may showcase, sell, or otherwise distribute photographic materials from the session, including those depicting Client.

APPROPRIATE CONDUCT/ SAFE WORKING ENVIRONMENT

Client expressly agrees to take best efforts to provide Ashlyn Bradbury Photography and Ashlyn Bradbury Photography's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to Ashlyn Bradbury Photography staff, Ashlyn Bradbury Photography will make reasonable efforts to notify the Client. If the Client is able to respond to the threatening situation in a reasonable amount of time, Ashlyn Bradbury Photography shall resume work in accordance with the original terms of this Agreement. If the inappropriate behavior continues, the Client will agree to relieve and hold Ashlyn Bradbury Photography harmless as a result of incomplete services under this Agreement, or for a lapse in the quality of the Ashlyn Bradbury Photography work. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Ashlyn Bradbury Photography resumes work detailed in this Agreement.