

Terms & Conditions

Effective Date: January 8, 2026

Last Updated: July 24, 2026

These Terms and Conditions ("Terms") govern your access to and use of the Moonlight Media website and your interactions with Moonlight Media through our contact forms, booking forms, questionnaires, client galleries, payment systems, and other online services.

These Terms also establish general expectations concerning photography, videography, livestreaming, drone footage, graphic design, media production, printing, event coverage, and related services offered by Moonlight Media.

In these Terms, "Moonlight Media," "we," "our," and "us" refer to Moonlight Media. "You," "your," and "client" refer to a website visitor, prospective client, customer, organization, event host, project representative, or other person using our website or services.

By accessing our website, submitting an inquiry, making a payment, signing an agreement, or using our online services, you acknowledge these Terms. If you do not agree with these Terms, please discontinue use of our website.

1. Our Business Values

Moonlight Media is a Native woman-owned media business committed to **Community, Documentation, and Celebration**.

We strive to:

- Serve clients and community members with professionalism and respect
- Document people, stories, achievements, and events with care
- Celebrate individuals, families, organizations, and communities authentically
- Respect cultural protocols, personal boundaries, and community expectations
- Create an inclusive and welcoming environment
- Communicate clearly and honestly
- Protect the dignity, safety, privacy, and creative rights of everyone involved
- Deliver media that reflects the purpose and significance of each project

We expect clients, participants, vendors, contractors, and event attendees interacting with Moonlight Media to treat our team and one another with the same level of respect.

2. Website Terms and Service Agreements

These Terms govern general use of our website and online services. They do not replace a project-specific:

- Photography agreement
- Videography or film-production agreement
- Event-coverage agreement
- Livestreaming agreement
- Design agreement
- Model or talent release
- Licensing agreement
- Estimate, proposal, invoice, or statement of work
- School, tribal, organizational, or government contract

A booking is not confirmed merely because an inquiry, questionnaire, or contact form has been submitted.

A project is confirmed only after the requirements identified by Moonlight Media have been completed. These requirements may include:

- Signing a written agreement
- Paying a deposit or retainer
- Approving an estimate or proposal
- Providing requested project information
- Completing releases or permission forms

When a signed agreement or accepted proposal conflicts with these general Terms, the project-specific agreement will control for that project.

3. Eligibility and Authority

You must be at least 18 years old or have the involvement and authorization of a parent or legal guardian to enter into a service agreement with Moonlight Media.

When booking services for a business, school, tribe, department, organization, event, family, team, or another person, you represent that you have the authority to:

- Request the services
- Approve the project
- Provide instructions
- Authorize payment
- Accept the applicable agreement
- Grant any permissions described in the agreement

Moonlight Media may request confirmation of your authority before beginning or continuing a project.

4. Inquiries, Estimates, and Availability

Submitting an inquiry does not guarantee that Moonlight Media will be available or accept the project.

Estimates and proposals are based on the information available when they are prepared. Pricing or timelines may change if:

- The project scope changes
- Additional services are requested
- The schedule or location changes
- Additional crew, equipment, editing, travel, or licensing is required
- Information provided by the client was incomplete or inaccurate
- Unexpected production requirements arise

Unless otherwise stated in writing, an estimate does not reserve a date.

Moonlight Media may decline a project that is outside our availability, service area, creative capacity, safety requirements, business values, or professional expertise.

5. Pricing, Deposits, and Payments

Prices, deposits, payment schedules, taxes, travel charges, product costs, and other fees will be identified in the applicable proposal, invoice, booking page, or service agreement.

Unless otherwise stated in writing:

- Payments must be made according to the schedule shown on the invoice or agreement
- A date may remain available to other clients until the required agreement and payment are received
- Additional work outside the approved project scope may require an additional fee
- Final products or download access may be withheld until the account is paid in full
- Clients are responsible for authorized charges resulting from approved additions or changes

Deposits, retainers, and booking fees are refundable or nonrefundable only as stated in the applicable written agreement.

Moonlight Media may use third-party payment processors. Clients are responsible for reviewing any terms imposed by their payment provider or financial institution.

6. Cancellations, Rescheduling, and Refunds

Cancellation, rescheduling, refund, and transfer policies may vary depending on the type of service, event date, project preparation, travel requirements, and amount of work already completed.

The policy stated in the applicable booking form, proposal, invoice, or signed agreement will control.

A client requesting cancellation or rescheduling should contact Moonlight Media as soon as possible. Additional charges may apply when:

- A date is changed
- A location is changed
- Travel has already been booked
- Equipment, crew, studio time, or vendors have already been reserved
- Work has already begun
- The request is made within a restricted cancellation period
- Moonlight Media is unable to rebook the original date

No refund will be denied contrary to applicable law or the terms of the applicable agreement.

Refunds for physical products may be limited when an item is custom-made, personalized, printed, downloaded, delivered, or approved by the client. Moonlight Media will address defective or incorrectly produced items according to the applicable order terms.

7. Client Responsibilities

Clients are responsible for providing complete, timely, and accurate information needed to perform the services.

Depending on the project, client responsibilities may include:

- Providing schedules, addresses, contact names, and event details
- Communicating location rules and restrictions
- Obtaining venue access and permits
- Securing photography, filming, music, property, or location permissions
- Identifying culturally sensitive or restricted activities
- Obtaining participant, employee, student, athlete, performer, or guardian permissions
- Informing participants that photography, filming, audio recording, or livestreaming will occur
- Providing approved names, titles, spellings, logos, graphics, and brand materials
- Reviewing drafts and proofs by the requested deadline
- Providing a safe and reasonably accessible working environment
- Designating an authorized project contact
- Downloading and backing up delivered media

Moonlight Media is not responsible for delays, omissions, or errors caused by incomplete, late, inaccurate, or unauthorized information supplied by the client or another project representative.

8. Respectful Conduct and Safe Working Conditions

Moonlight Media is committed to maintaining a professional, respectful, and safe working environment.

Harassment, discrimination, intimidation, threats, unwanted physical contact, unsafe conduct, or abusive language directed toward our team, clients, participants, contractors, or vendors will not be tolerated.

Moonlight Media may pause, modify, or end services when we reasonably believe that:

- A person's safety is at risk
- The location or activity is unsafe
- Illegal conduct is occurring
- Equipment is being placed at unreasonable risk
- A participant is being harassed, exploited, or pressured
- Cultural restrictions are being disregarded
- Weather or environmental conditions are unsafe
- A client or participant refuses to follow reasonable safety instructions

Ending services for these reasons will not automatically entitle the client to a refund. Any refund or credit will be determined according to the circumstances, work completed, expenses incurred, and applicable agreement.

9. Cultural Respect and Community Protocols

Moonlight Media recognizes that some ceremonies, songs, stories, regalia, objects, locations, gatherings, teachings, and community activities may carry cultural protocols or restrictions concerning photography, video, audio recording, reproduction, publication, or commercial use.

Clients and event organizers are responsible for informing Moonlight Media of applicable cultural protocols before coverage begins.

Moonlight Media may decline to photograph, film, livestream, publish, or distribute content when:

- Recording is prohibited or culturally inappropriate
- Proper permission has not been obtained
- A cultural leader, authorized representative, elder, participant, or event organizer requests that recording stop
- The requested use could misrepresent, exploit, disrespect, or harm a person or community
- The requested use conflicts with Moonlight Media's values

Permission to attend or record an event does not automatically grant permission to publish, commercially license, or reuse every part of that event.

When appropriate, project-specific agreements should identify cultural permissions, restrictions, review procedures, and approved uses.

10. Services Involving Minors

A parent, legal guardian, school, organization, or other authorized adult must arrange or approve services involving minors when required.

The client or contracting organization is responsible for:

- Obtaining appropriate parent or guardian permissions

- Providing required participant notices
- Identifying minors who should not be photographed or filmed
- Supervising minors during sessions and productions
- Complying with applicable school, organizational, venue, and safeguarding requirements

Moonlight Media may require a parent, guardian, or authorized representative to remain present during a session involving a minor.

Moonlight Media may stop or refuse a session if appropriate adult authorization or supervision is unavailable.

11. Event Photography and Videography

Event coverage may include candid images, crowd scenes, group photographs, background appearances, ambient audio, highlight footage, and other documentary material.

Moonlight Media cannot guarantee that every:

- Guest or participant will be photographed
- Requested moment will be captured
- Image will be included in the final gallery
- Speech, performance, play, or activity will be fully recorded
- Person will be facing the camera or free from obstruction
- Location will have ideal lighting, sound, connectivity, or access

Clients and event organizers should notify attendees when photography, filming, audio recording, drone operations, or livestreaming will occur.

The event organizer is responsible for communicating any no-photo list, restricted area, cultural protocol, participant limitation, or media policy before coverage begins.

12. Creative Direction and Artistic Discretion

Clients hire Moonlight Media based on our portfolio, experience, production approach, and creative style.

Unless otherwise agreed in writing, Moonlight Media retains reasonable artistic and professional discretion concerning:

- Camera placement
- Lighting
- Composition
- Framing
- Posing and direction
- Equipment selection
- Image selection
- Editing
- Color treatment

- Audio treatment
- Story structure
- Music selection when properly licensed
- Graphic layout
- Final presentation

Creative work is subjective. A refund will not ordinarily be available solely because a client's personal preferences change after services have been performed.

Moonlight Media will make reasonable efforts to follow agreed project requirements, but we do not guarantee exact duplication of another photographer's, filmmaker's, designer's, creator's, or previously produced style.

13. Editing and Retouching

Standard editing may include color correction, exposure adjustments, cropping, sound balancing, sequencing, and other ordinary production work appropriate to the service.

Advanced retouching, object removal, extensive audio repair, compositing, body modifications, restoration, special effects, revision rounds, or other significant alterations may require an additional fee.

Moonlight Media may decline edits that:

- Misrepresent an event or person in a harmful way
- Violate another person's rights
- Conflict with cultural or community expectations
- Are discriminatory, exploitative, deceptive, or unlawful
- Fall outside the agreed project scope

Specific editing expectations should be included in the applicable agreement.

14. Deliverables and Production Timelines

Deliverables and estimated completion dates will be identified in the applicable agreement, proposal, or invoice.

Production timelines may depend on:

- Project size and complexity
- Client response times
- Revision requests
- Event season and workload
- Printing or vendor schedules
- File-transfer requirements
- Technical issues
- Travel
- Illness, emergencies, or circumstances outside our reasonable control

Unless expressly guaranteed in writing, delivery dates are estimates rather than absolute deadlines.

A delay does not automatically entitle the client to a refund. Moonlight Media will communicate material delays and make reasonable efforts to complete the project.

15. Revisions and Client Approval

The number and type of included revisions, when applicable, will be stated in the project agreement.

Additional fees may apply when:

- The included revision limit is exceeded
- The client changes the original creative direction
- Previously approved work must be redone
- New footage, images, graphics, or information are added
- Feedback is submitted after the approval deadline
- Multiple client representatives provide conflicting instructions

The client is responsible for carefully reviewing names, dates, titles, captions, spelling, logos, layouts, and other details before approval.

Moonlight Media is not responsible for an error that the client approved or failed to identify during a provided review period.

16. Raw Files and Unedited Material

Unless a written agreement expressly states otherwise, raw photographs, unedited footage, project files, working files, editing timelines, source files, test images, rejected images, and other production materials are not included in the final deliverables.

Moonlight Media determines which material meets our technical, creative, and professional standards for delivery.

Raw or source files may be unavailable, may require an additional fee, or may be subject to separate licensing and storage terms.

17. Copyright and Ownership

Unless a signed written agreement expressly transfers ownership or identifies the work as a legally qualifying work made for hire, Moonlight Media retains all copyrights and intellectual-property rights in the photographs, videos, audio recordings, designs, graphics, edits, templates, and other original work we create.

Payment for services does not automatically transfer copyright ownership.

Clients receive only the usage rights or license stated in the applicable agreement. Depending on the service, that license may be for:

- Personal use
- Internal organizational use
- Educational use
- Editorial use
- Social media use
- Website use
- Advertising or commercial use
- Another specifically approved purpose

Any use outside the granted license requires written permission from Moonlight Media.

18. Client Use of Delivered Media

Unless otherwise stated in writing, clients may not:

- Sell or sublicense Moonlight Media's work
- Claim authorship of the work
- Remove a required copyright notice or watermark
- Apply filters or edits that materially misrepresent our work
- Use the work for unlawful, defamatory, deceptive, discriminatory, or exploitative purposes
- Submit the work to contests, publications, advertising campaigns, artificial-intelligence training systems, stock libraries, or commercial licensing platforms without permission
- Give another business unrestricted commercial rights to the work
- Use previews, proofs, screenshots, or watermarked material as final deliverables

Reasonable cropping or resizing for an approved use is permitted when it does not materially alter or misrepresent the work.

Social media platforms may resize or compress uploaded files. Moonlight Media is not responsible for changes caused by a platform after upload.

19. Printing and Image Quality

Print color, brightness, cropping, sharpness, and appearance may vary depending on:

- The printer
- Paper or product type
- Screen calibration
- Display brightness
- File compression
- Automatic corrections
- Third-party production methods

Moonlight Media cannot guarantee the quality of prints or products ordered from an unauthorized third-party printer.

Clients should use the recommended file type and resolution for the intended use. Enlarging, screenshotting, compressing, or repeatedly resaving a file may reduce quality.

20. Client-Provided Materials

Clients may provide photographs, footage, music, logos, designs, documents, interviews, names, trademarks, or other materials for inclusion in a project.

By providing material, the client represents that the client:

- Owns the material or has permission to use it
- Has authority to provide it to Moonlight Media
- Has obtained any required licenses, releases, or approvals
- Is not knowingly violating another person's copyright, trademark, privacy, publicity, contractual, or other rights

Moonlight Media may refuse to use material when ownership or permission is unclear.

The client remains responsible for claims arising from unauthorized client-provided material.

21. Portfolio and Promotional Use

Moonlight Media will use client photographs, videos, testimonials, project details, or behind-the-scenes content for portfolio, website, social media, advertising, grant reporting, educational, competition, publication, or promotional purposes only when that use is authorized by:

- A service agreement
- A model or participant release
- A parent or guardian authorization
- An organizational agreement
- The client's written permission
- Another valid legal basis

Any restrictions concerning confidential, culturally sensitive, private, embargoed, or unreleased content should be provided in writing before the project begins.

Permission to use media may be limited by the applicable agreement. Requests to withdraw future promotional use will be reviewed under that agreement and our Privacy Policy.

22. Client Galleries and File Delivery

Moonlight Media may deliver media through online galleries, cloud-storage systems, download links, physical storage devices, or other third-party services.

Clients are responsible for:

- Providing an accurate delivery email address
- Keeping passwords and private links confidential
- Downloading files before the stated expiration date
- Maintaining independent backups
- Sharing files only with authorized people
- Following applicable licensing restrictions

Unless a written agreement states otherwise, Moonlight Media does not guarantee permanent storage of galleries, final files, raw files, contracts, or project materials.

Moonlight Media is not responsible for unauthorized access caused by a client or recipient publicly sharing a password, access code, private link, or delivered file.

23. Livestreaming and Internet-Dependent Services

Livestreaming, remote production, online galleries, digital delivery, and other internet-dependent services may be affected by:

- Venue internet quality
- Cellular coverage
- Network congestion
- Platform outages
- Power interruptions
- Equipment compatibility
- Account restrictions
- Third-party service failures
- Weather or location conditions

Moonlight Media will use reasonable professional efforts but cannot guarantee uninterrupted transmission, continuous availability, a specific viewer count, or complete recording when failure results from circumstances outside our reasonable control.

Backup recording or alternate delivery will be provided only when included in the applicable agreement or reasonably available.

24. Drone Services

Drone photography or video is subject to safety conditions, weather, location restrictions, airspace authorization, venue rules, equipment availability, and applicable law.

Moonlight Media may cancel, delay, relocate, or modify drone operations when our operator determines that flying would be unsafe, prohibited, impractical, or inconsistent with professional judgment.

The inability to fly a drone does not automatically cancel the remainder of a photography or video project. Any refund, substitution, or credit will be governed by the project agreement.

25. Equipment Failure and Loss of Media

Moonlight Media uses reasonable professional care when operating equipment, storing files, and creating backups. However, cameras, storage devices, computers, software, internet connections, and other technology can fail.

If material is lost, damaged, corrupted, or not captured because of equipment failure or another circumstance, the remedies available to the client will be limited to those stated in the applicable agreement and permitted by law.

When reasonably possible, Moonlight Media may offer a reshoot, substitute service, credit, partial refund, or other appropriate remedy based on the amount of work affected.

26. Weather, Emergencies, and Events Beyond Reasonable Control

Moonlight Media will not be considered in breach of these Terms for delays, changes, or nonperformance caused by circumstances beyond our reasonable control, including:

- Severe weather
- Natural disasters
- Wildfire or hazardous air
- Road closures
- Power or internet outages
- Venue closures
- Government restrictions
- Public emergencies
- Illness or injury
- Transportation interruptions
- Labor disruptions
- Equipment theft
- Safety threats
- Acts or omissions of venues, vendors, platforms, or other third parties

The parties will make reasonable efforts to reschedule, modify the project, arrange substitute performance, or reach another fair solution.

27. Website Content

Information on our website is provided for general informational and promotional purposes.

We make reasonable efforts to keep information accurate, but website content may occasionally be incomplete, outdated, or contain errors. Services, availability, packages, prices, examples, and policies may change.

A website description does not modify a signed agreement unless the modification is accepted in writing by Moonlight Media and the client.

Portfolio images and project examples illustrate previous work but do not guarantee identical results for another client, location, event, or production.

28. Acceptable Use of Our Website

You may use our website only for lawful purposes.

You may not:

- Attempt to gain unauthorized access to our website or accounts
- Disrupt, damage, overload, or interfere with the website
- Introduce malware, harmful code, or automated attacks
- Scrape, copy, harvest, or download website content without permission
- Impersonate another person or organization
- Submit false, misleading, abusive, or fraudulent information
- Use our website to infringe another person's rights
- Copy or commercially exploit our portfolio, branding, text, or designs
- Use website content to train an artificial-intelligence model or build a competing dataset without written permission
- Circumvent security, gallery protections, access controls, or download restrictions

We may restrict access or take appropriate action in response to suspected misuse.

29. Reviews, Testimonials, and Communications

Clients are welcome to provide honest feedback, reviews, and testimonials.

Reviews must not contain information that is knowingly false, unlawful, threatening, discriminatory, defamatory, or an unauthorized disclosure of another person's private information.

Moonlight Media will not require a client to give a positive review as a condition of receiving contracted services.

When a client voluntarily submits a testimonial for promotional use, Moonlight Media may edit it for length, spelling, or clarity without materially changing its meaning. We will seek additional permission before using a person's name, image, or identifying information when required.

30. Third-Party Services and Links

Our website and services may use or link to third-party:

- Payment processors
- Client-gallery providers
- Scheduling platforms
- Electronic-signature systems
- Social media platforms

- Video-hosting services
- Cloud-storage services
- Maps
- Printers and product vendors
- Music-licensing providers
- Website-hosting and analytics services

Moonlight Media does not control every third-party platform and is not responsible for its independent content, availability, security, accessibility, privacy practices, or terms.

Use of a third-party service may be subject to that provider's own terms and policies.

31. Privacy and Accessibility

Use of personal information is governed by the Moonlight Media Privacy Policy.

Our commitment to improving access to our website and services is described in the Moonlight Media Accessibility Statement.

These documents are incorporated into these Terms by reference where applicable.

32. No Professional Advice

Website content concerning photography, media production, pricing, education, business practices, accessibility, or other subjects is provided for general information.

Nothing on our website constitutes legal, financial, tax, medical, or other licensed professional advice.

Clients should consult an appropriately qualified professional when advice in those areas is needed.

33. Disclaimer of Warranties

To the extent permitted by law, our website is provided on an "as available" basis.

Moonlight Media does not guarantee that:

- The website will always be uninterrupted or error-free
- Every website feature will be compatible with every device or browser
- Third-party services will remain available
- Every inquiry will receive an immediate response
- Website information will always reflect current availability
- Every creative service will produce a particular subjective reaction or business result

Nothing in these Terms excludes any warranty, right, or remedy that cannot legally be excluded.

Any express service warranty must be stated in the applicable written agreement.

34. Limitation of Liability

To the fullest extent permitted by law, Moonlight Media will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages arising from use of the website or services, including lost profits, lost opportunities, reputational harm, loss of data, or loss of anticipated benefits.

For a claim involving paid services, Moonlight Media's total liability will not exceed the amount the client paid Moonlight Media for the specific service giving rise to the claim, unless applicable law requires otherwise.

These limitations do not apply to liability that cannot legally be limited, including liability arising from intentional misconduct or other conduct for which limitation is prohibited by law.

The remedies stated in a project-specific agreement may replace or supplement this section.

35. Client Responsibility and Indemnification

To the extent permitted by law, a client agrees to defend, indemnify, and hold Moonlight Media and its owners, employees, contractors, and representatives harmless from third-party claims, losses, damages, liabilities, and reasonable expenses arising from:

- Unauthorized materials supplied by the client
- The client's failure to obtain required permissions or releases
- False or misleading information supplied by the client
- The client's unlawful or unauthorized use of delivered work
- A material breach of the applicable agreement
- Unsafe conditions under the client's or event organizer's control

This obligation does not apply to the extent a claim was caused by Moonlight Media's own negligence, intentional misconduct, or violation of law.

36. Concerns and Dispute Resolution

Moonlight Media values respectful communication and will make a good-faith effort to resolve concerns fairly.

Before filing a formal legal claim, the parties agree, when reasonably possible, to provide written notice describing:

- The issue
- The project involved
- The requested resolution
- Relevant supporting information

The parties will then attempt in good faith to resolve the concern through direct discussion.

Nothing in this section prevents either party from seeking urgent relief, filing a claim before a legal deadline expires, reporting unlawful conduct, or exercising a right that cannot legally be restricted.

Any mediation, arbitration, or alternative dispute-resolution process must be separately agreed to in writing unless it is already included in the applicable project agreement.

37. Governing Law

These Terms are governed by the laws of the State of Washington, without regard to conflict-of-law principles.

Subject to any valid dispute-resolution provision in a project-specific agreement, legal proceedings must be brought in a court with appropriate jurisdiction in Washington State, unless applicable law requires another location.

38. Electronic Communications and Signatures

You agree that Moonlight Media may communicate with you electronically concerning inquiries, contracts, invoices, payments, galleries, project updates, and policy notices.

Electronic signatures, online approvals, checkbox acceptances, payment confirmations, and related electronic records may be used to document an agreement when the parties choose to transact electronically.

You are responsible for maintaining access to the email address and account used for the transaction and for retaining copies of important records.

39. Assignment

Clients may not transfer a booking, service agreement, license, or other rights to another person or organization without written permission from Moonlight Media.

Moonlight Media may use qualified employees, assistants, contractors, editors, printers, second photographers, camera operators, or other service providers to perform portions of a project while remaining responsible for our contractual obligations.

40. Severability

If any provision of these Terms is found invalid, unlawful, or unenforceable, that provision will be limited or removed only to the extent necessary.

The remaining provisions will continue in effect.

41. No Waiver

A delay or failure by Moonlight Media to enforce a provision does not waive our right to enforce that provision later.

A waiver must be made in writing and applies only to the specific circumstance described.

42. Entire Agreement

These Terms, together with our Privacy Policy, Accessibility Statement, and any applicable signed agreement, proposal, invoice, release, license, or statement of work, form the agreement governing the applicable interaction or project.

Verbal discussions and informal communications do not modify a signed agreement unless the change is confirmed in writing by authorized representatives of both parties.

43. Changes to These Terms

Moonlight Media may update these Terms to reflect changes in our services, technology, business practices, or legal obligations.

Updated Terms will be posted with a revised “Last Updated” date.

Changes will apply prospectively unless otherwise stated or legally permitted. Material changes affecting an existing confirmed project will not replace the terms of its signed agreement without appropriate notice and agreement.

44. Contact Moonlight Media

Questions about these Terms may be directed to:

Moonlight Media

Email: Contact.Moonlight.Media@gmail.com

Location: Washington State, United States

Please use “**Terms and Conditions Question**” in the email subject line.