TERMS & CONDITIONS

Effective November 8, 2026

1. About These Terms

These Terms & Conditions apply to every service, booking, purchase, and donation made through 304·681 Photography ("I," "me," or "my"). "You" means the client, or the parent or guardian booking on behalf of a minor. By submitting a booking request, paying a deposit, attending a session, or making a donation, you agree to these Terms.

2. Beginner Photographer Disclosure

I am a beginner photographer. I am still learning, building my skills, and building my portfolio. **Your results may not match the work of a seasoned professional,** and I cannot guarantee a particular look, style, or outcome. I will always do my best, prepare for every session, and be honest about what I can and cannot deliver. By booking with me, you confirm you have read this and understand it before your session.

3. Services

I offer the following session types. Details, pricing, and what is included are confirmed with you before you book.

- **Mini Sessions** (about 15-20 minutes, a small set of edited photos)
- **Portraits and Seniors**
- **Couples and Engagements**
- **Family Sessions**
- **Pet Sessions**
- **Professional Headshots**
- **Small Business and Product Photos**
- **Events and Sports** (such as graduations and local games)
- **Prints** and other products, where offered
- **Other sessions** by request, at my discretion

I may decline or refer out any request that is outside my skills, equipment, or availability, such as weddings or large commercial jobs.

4. Booking Requests and Confirmation

Submitting a booking form is a **request only, not a confirmed booking.** A session is confirmed only when I accept it in writing (text, email, or message) and any required deposit has been received. Until then, I may offer the date and time to someone else. I may decline any request.

5. Deposits and Payment

- A deposit may be required to secure your date. The amount is stated in your booking confirmation and is applied toward your session total.
- The remaining balance is due on or before the day of your session, unless we agree otherwise in writing.
- Edited photos are delivered after payment is received in full.
- Prices are based on what we agree on at booking. Extra time, extra people, extra edited photos, or travel outside my normal area may cost more, and I will tell you before adding any charge.

6. Cancellations and Rescheduling

- Please give at least **48 hours' notice** to cancel or reschedule.
- With 48 hours' notice or more, you may reschedule once at no charge, or cancel and receive your deposit back or credited to a future session, at my discretion.
- With less than 48 hours' notice, the deposit is non-refundable.
- If I must cancel or reschedule (for example, due to illness, equipment problems, or an emergency), you may choose a new date, a credit, or a full refund of anything you have paid for that session.

7. Weather, Lateness, and No-Shows

- Many sessions are outdoors. If weather is unsafe or would badly affect your photos (heavy rain, storms, extreme heat or cold, poor visibility), either of us may reschedule at no charge. I will contact you as early as I can.
- Please arrive on time. If you are late, your session may be shortened so I can keep to the schedule, with no reduction in price. This matters most for mini sessions, which are booked back to back.
- If you are more than **20 minutes late** without contacting me, or do not show up, the session may be treated as a no-show and the deposit is forfeited.

8. Locations, Conduct, and Safety

- You are responsible for choosing a location where photography is allowed and for any permits, fees, or permission needed (parks, private property, businesses, schools, venues). I may suggest locations, but I do not guarantee access.
- Everyone attending is responsible for their own safety. I may stop or end a session if conditions are unsafe, or if anyone is abusive, intoxicated, or unsafe around people, animals, or equipment. No refund is owed in that case.
- Please do not climb, trespass, or enter unsafe areas for a photo. I am not responsible for injuries or damage caused by client or guest choices.
- Additional guests, friends, or photographers who interfere with the session may be asked to step back.

9. Minors and Group Sessions

- A parent or legal guardian must book and sign for anyone under 18 and must be present for the whole session.
- For family and group sessions, the person who books is responsible for all attendees and agrees to these Terms on their behalf.

10. Pet Sessions

- Pet owners keep full control of their animals during the session and are responsible for their pet's behavior, health, vaccinations, and safety.
- Pets should be on a leash or secured as needed. I am not liable for pet injuries, escapes, or damage caused by a pet.
- Animals are unpredictable. I cannot guarantee specific poses, expressions, or a set number of photos of any one pet.

11. Special Terms by Session Type

- **Mini Sessions:** short and fast by design. Late arrivals cannot be extended. The number of edited photos is stated in your confirmation.
- **Portraits, Seniors, Couples, and Families:** I will guide posing as best I can, but candid and natural results vary.
- **Professional Headshots:** for professional or business profile use. I do not offer heavy retouching or body reshaping.
- **Small Business and Product Photos:** you provide products, props, and brand details. I am not responsible for damage to items or for accuracy of colors on every screen or print. Business use of the photos is covered in Section 14.
- **Events and Sports:** I am not an official or exclusive photographer, and I cannot guarantee capturing every moment, person, or play. Photography depends on access, lighting, and what happens at the event.

12. Editing and Delivery

- Each session includes the number of edited photos stated in your booking confirmation. I choose the best images from the session; unedited or rejected photos are not provided.
- I will edit in my own style, including basic color, exposure, and cropping corrections. Light blemish cleanup may be done. Major retouching, object removal, and body edits are not included.
- Photos are normally delivered within **14 days** of your session, though busy seasons or special circumstances may take longer. I will let you know if there is a delay.
- Delivery is by online gallery or download link (for example, a shared folder). Please download and save your photos promptly. Links may expire, and I keep backups only for a limited time (see Section 16).
- Extra edited photos may be available at an additional price.

13. Prints and Print Orders

- Print prices and options are listed at the time of ordering. Orders are made only after payment.
- Colors on screens differ from printed colors, and small differences are normal. If a print arrives damaged or with a clear printing defect, contact me within 7 days with a photo and I will replace it.
- Custom or cropped prints are not refundable unless there is a defect. Shipping timelines depend on the printer and carrier.

14. Copyright and Usage Rights

- **Copyright:** I keep the copyright to every photo I take. Delivering photos does not transfer copyright.
- **Your personal-use license:** you may print, share, and post your delivered photos for personal, non-commercial use. Please credit 304·681 Photography when you post, if you are able.
- **Not allowed without my written permission:** selling the photos, using them in paid advertising, contests, or products, editing them with heavy filters that change their look, or removing my credit or watermark.
- **Business clients:** headshots and small business photos may be used for your own business website, social media, and marketing materials. You may not resell or license them to others.
- **My portfolio use:** I may use photos from your session in my portfolio, website, social media, and promotions. If you do not want your photos or your face shown, tell me in writing before your session, or at any time afterward, and I will stop using them going forward. For minors, the parent or guardian decides.
- I will not sell your photos to third parties or use them in a way that identifies your private details beyond your name or tag, unless you agree.

15. Your Information and Privacy

I collect the details on your booking form, such as your name, email, phone number, and session information, only to book, schedule, and deliver your session, handle payments, and contact you. I do not sell your personal information. I may use trusted services (such as email, scheduling, payment, and file-sharing tools) to do this, and those services have their own privacy practices.

16. File Storage and Backups

I make a reasonable effort to back up your photos and keep them for about **30 days** after delivery, but I do not guarantee long-term storage. After that period, files may be deleted without notice. You are responsible for saving your own copies.

17. Limitation of Liability

- I will use reasonable care and a backup process, but photography depends on equipment, weather, and people. Things can go wrong.
- If I cannot deliver your photos because of equipment failure, memory card or file loss, illness, emergency, or another cause beyond my control, my responsibility is limited to a reshoot (if possible), a credit, or a refund of what you paid for that session, at my choice.
- To the fullest extent allowed by law, my total liability for any claim is limited to the amount you paid me for the services in question. I am not liable for indirect or consequential losses, such as missed events, travel costs, or emotional distress.
- Because I cannot recreate events such as graduations, games, or special moments, I cannot guarantee that every moment will be captured.
- Neither of us is responsible for delays or failures caused by events beyond reasonable control, such as severe weather, accidents, illness, power or internet outages, or government actions.

18. Donations

- Donations to 304·681 Photography are **voluntary support** for my photography hobby, such as gear, editing software, storage, and travel. They are **not payment for services**.
- A donation does not buy a session, photos, priority booking, discounts, or any special treatment, and it does not change these Terms.
- Donations are generally non-refundable. 304·681 Photography is not a registered charity or nonprofit, so donations are not tax-deductible.
- I am grateful for every donation, large or small, and I will use support to keep learning and improving.

19. Changes, Governing Law, and Other Terms

- I may update these Terms from time to time. The version in effect on the date of your booking applies to your session.
- These Terms are governed by the laws of the State of West Virginia. Any dispute will be handled in the courts of West Virginia, after we first try in good faith to work it out directly.
- If any part of these Terms is found to be unenforceable, the rest still applies.
- These Terms, together with your booking confirmation, are the complete agreement between us. Any changes to them must be in writing.

20. Acceptance

By submitting a booking request, paying a deposit, attending a session, or making a donation, you confirm that you have read, understood, and agree to these Terms & Conditions, including that I am a beginner photographer.

Client Name (print): _____ Date: _____

Signature: _____