

## BUSINESS POLICIES

### **BUSINESS HOURS**

Our regular business hours are 9am to 5pm Mondays to Fridays and 10am to 4pm on Saturdays. However, if you are unable to schedule during that time we can schedule outside these hours.

### **YOUR SESSION**

Be prepared to spend up to 2 hours at your session. This allows us to relax and not feel rushed. If you are running late please telephone us. If you are more than 15 minutes late without notifying us, we will assume you are not coming.

We offer both studio and on location sessions. Location sessions can be held inside or outside, in your home or at an alternative location. Please discuss your choice of location with your photographer as the time of day will effect where you can go. If you are unsure we can suggest several locations.

### **EXCLUSIVE PHOTOGRAPHER**

Please do not bring your own camera, camcorder or any other recording devices to your session, or allow any family members to do so. If this situation occurs, the photographer reserves the right to terminate the session. If your session is terminated in this way, there will be no refund given.

### **CANCELLATION/RESCHEDULLING**

If the need arises to cancel your appointment please do so over the telephone at least 48 hours prior to your session.

If you, or anyone being photographed, are feeling sick we do suggest rescheduling. Sick people generally do not enjoy being photographed and this will show in your portraits.

### **RE-SHOOTS**

Reshoots are offered at the discretion of the photographer only and will not incur an additional session fee. We do not offer to reshoot for unfortunate personal choices such as hair, clothing, etc.

## **DISCOUNTS & PROMOTIONS**

From time to time we will run special promotions. These sessions are run for a limited time only and session spots fill up fast. If all session slots are full the photographer is under no obligation to extend the promotion or match the offer past the expiration date.

## **RETOUCHING**

All images receive basic retouching. We only retouch temporary things such as stray hairs, spots, acne, etc. If it is permanent, such as a birthmark or scar we will not retouch or remove it unless specifically asked.

## **GRAPHIC DESIGN SERVICES**

We design all additional items ourselves. When ordering greeting cards, etc you will be shown a selection of designs. You will be allowed one change per design. Additional changes are subject to design fees starting at \$20 per hour with a one hour minimum.

For session albums you will be required to indicate whether you would like color or black and white images. For coffee table books, the photographer will make the choice based on artistic selection. The client will have a chance to view the coffee table book design before the photographer sends it off to their printing lab.

## **COPYRIGHT**

Copyright for all images is the sole property of Angels Touch Photography and protected by Federal Copyright Law. It is **ILLEGAL** to copy, scan, print or reproduce these images in any way without written permission from the photographer. This includes scanning or downloading images for the purposes of emailing or printing them at home. Doing so may result in fines up to \$150 000.

## **USAGE RIGHTS**

The photographer has the exclusive right to make reproductions. The photographer shall only make reproductions for the client or for use in the photographer's portfolio, advertising, samples, website and display within or outside their studio. The photographer also has the right to enter these images into photographic competitions, art exhibitions or publications.

No identifying names will be given in connection with usage of any image. We understand that sometimes there are circumstances where you may wish for your images not to be used for any of these purposes. Please notify the photographer if this is the case.

No fees, royalties, or payment of any kind will be owed in connection with any usage made of any image captured or created by Angels Touch Photography.

### **WAIVER OF LIABILITY**

If the photographer cannot fulfill the terms stated in the portrait agreement, due to causes beyond the control of the parties involved, the client shall have no further liability in respect to the agreement. In the event that photographic materials are lost or damaged, without fault on the part of either party, the limitation will also apply. In such cases, Angels Touch Photography is not liable.

The client releases Angels Touch Photography, and employees of Angels Touch photography, from all liabilities, claims and damages that may result from any accidents or incidents that may happen during the session, except to the extent that the accident or incident is the direct cause of the photographer's willful and careless conduct. Please see our reshoot policy.

### **ONLINE GALLERY**

Approximately 7 days after your session your proofs will become available for you to view in an online, personal, password protected gallery. You will be able to pass on the gallery information to family and friends, so they may place their own orders. Please remember that it is a violation of Federal Copyright Law to copy, save or print the images within the gallery.

The online gallery will be available for 14 days. Orders placed within 48 hours of gallery posting will receive a 10% discount on print and product prices. There will be a \$30 reloading fee if you wish to have your gallery available for an additional 14 days.

### **ARTISTIC SELECTION**

Many images are captured during the session. Afterwards, each image is put through a careful selection process. You will see only the images that meet the high standards of the photographer. Images with eyes closed, unflattering poses and duplicate images are removed permanently after the photographer completes this selection process. The selection process is entirely the right of the photographer and part of the custom portrait process.

### **ORDERING**

Full payment is due at the time of ordering. Orders paid for by check will not be placed until the check has cleared. Each image is printed to order and cannot be changed or canceled after payment has been made. **All sales are final.**

Orders placed within 48 hours of online gallery posting will receive a 10% discount. Sales tax of 7% will be added to your order total. Please allow 2 weeks

for delivery of your portraits.

### **PRINT & PRODUCT PRICES**

Prices are subject to change at any time. The prices in effect at the time of your session will be valid for 30 days after your session.

### **REPRINTS**

We keep all images on file for 1 year after your initial order. There is a \$100 minimum order on reprints. You may place a reprint order at any time.

### **PAYMENT**

We accept cash, check, Mastercard, Visa and Discover. A \$30 fee will be charged for all returned checks. Payment plans are available. Ask your photographer for details.

### **ARCHIVING**

All ordered images are archived for one year from the date of your initial order. Images are kept on site for 30 days and then moved to an off site storage facility. Once your archived images have been moved to the off site storage facility a \$30 fee will be required to retrieve them.

### **REFERRAL PROGRAM**

For each **NEW** client referred to us existing clients can earn print credits to use at their next session. A \$30 print credit is earned for each new client – refer 3 new clients and receive a \$100 print credit. There is no limit to the credit existing clients can earn. New clients must present their referral card at the session and can only present one card. Referral cards are provided to existing customers, free of charge, with their portrait order.