



TERMS & CONDITIONS BOUDOIR

FEES

The retainer fee of \$150 is NON-REFUNDABLE. Once the retainer fee is paid, your time is booked and secured. The final payment is due the day of the event/session. Printed materials are extra and are not included in the package fee. A RESTOCKING fee of \$80 applies for uploading galleries after the gallery expiration date. Re-edits (colour or b&w conversions) done to existing files are considered additional images than the package purchased and are subject to a \$15 fee per image. All prices and fees listed by Jennifer Michelle Photography are subject to change without notice. Listed print prices are only guaranteed NINETY (90) days after online gallery access is issued.

MEDIA AND FILE RETENTION

The boudoir package includes the hi resolution digital files delivered via online gallery and are to be downloaded by the client. The gallery is active for THIRTY (30) days. Image files are stored for NINETY (90) days after gallery expiration date. There is NO GUARANTEE after that date of image file availability. Storage of digital media files is not guaranteed. It is the responsibility of the Client to ensure the files are downloaded and stored properly. The best images are presented in the gallery, ALL OTHER IMAGES ARE DELETED AND THEREFORE ADDITIONAL IMAGES ARE NOT AVAILABLE.

COPYRIGHTS, REPRODUCTIONS, & WEB USE

All images and copyrights are the property of Jennifer Michelle Photography, regardless of media presentation. Clients receive a print release only. Clients are accountable for copyright protection; it is against federal laws to copy, duplicate, alter, or reproduce in any way, any images without permission of Jennifer Michelle Photography. Any image provided to the Client is for PERSONAL USE ONLY and cannot be sold by the Client, the Client's friends or relatives, or to any organization for profit. The Client agrees that they will under no circumstances alter the photographer's photographs that are placed in public or on the internet. As a photographer, I need photographs to be an accurate representation of my work so that future Clients have a good understanding of my brand and style. The Client agrees to be responsible for any family member or friend who posts my photographs online and agrees that they cannot be cropped (with the exception of forced cropping on social media), altered in color, or edited in any way. The Clients agree to properly credit Jennifer Michelle Photography for images used on any social media platform.

CANCELLATIONS/WEATHER & REFUND POLICY

If the Client should cancel the event for any reason, the retainer fee will not be refunded and Client must notify Jennifer Michelle Photography as soon as possible. Should Jennifer Michelle Photography cancel the event, the deposit is returned. If the event is rescheduled and you are unable to change your appointment time, your deposit is returned.

LIMIT OF LIABILITY

In the unlikely event that digital files have been lost, stolen, or destroyed for reasons beyond Jennifer Michelle Photography's control or Jennifer Michelle Photography negligence, including but not limited to camera, hard drive, or equipment malfunction, Jennifer Michelle Photography's liability is limited to a another session free of charge. Jennifer Michelle Photography is not responsible or liable for the quality of any print or print item that is not printed through her.