

GENERAL TERMS OF SERVICE

DEPOSITS

Service dates will only be held with a \$250, non-refundable deposit. Follow-up payments can be made in 1-3 installments. No services will be provided for accounts carrying a balance. Final balances are due 14 days before the service date.

48HR REQUEST

Service requests made with less than 48 hours notice will be subject to a 40% surcharge.

PAYMENT OPTIONS

Kenson Noel Photography accepts cash, certified checks, money orders and credit cards. Payments will not be accepted on or after the service day. KNP does not accept personal checks.

PAYMENT TIMELINES

Follow up payments are due within 10 days of the invoice date. Late payments will incur late fees and/or service stoppage. No images will be released for accounts carrying an outstanding balance, regardless of personal timelines or consequences. All payments are non-refundable.

SECONDARY EXPENSES

Sales tax and shipping charges will be invoiced separately.

WATERMARKS

All low resolution proof images are watermarked; high resolution proofs and album designs are not.

COPYRIGHT AND PUBLICATION

All original/raw images will remain as the exclusive property of KNP. The studio reserves the right to use the original/raw images, and any edited reproductions for marketing purposes unless specified in writing by a privacy agreement.

STANDARD TURNAROUND

The standard turnaround time for online photo proofing is 30 days. Service clients may request a "Rush Turnaround" for a 30% surcharge.

LIABILITY

Liability on the part of KNP is limited to the cost of materials. The studio is fully insured. Proof of insurance is available upon request.

APPOINTMENT LATENESS

If a client arrives late or without sufficient notice for an appointment, only the time remaining will be used.

APPOINTMENT "NO SHOW"

If a client misses an appointment without giving sufficient notice, the appointment may not be rescheduled and no refunds will be given.

EVENT CANCELLATION

If a client requests to cancel their photo coverage, they will not be required to continue paying the project balance. However, there will be no refund for payments already made.

SIGNED DOCUMENTS

Once a project document is signed, it is final. Changes to signed documents will incur a \$15 surcharge per page.

SIGNATURES & LIABILITY

Persons who sign or endorse project documents and contracts are liable for any and all performance relative to that contract as of the signature date.

DESTINATION SERVICES

Destination services have the same package structure as those domestic. Client assumes payment for travel and lodging. Photographers are required to arrive on-site 48 hours before event day. A \$75 per diem will be added for each non-event day if photographers are lodged off-site relative to service venue.

THIRD PARTY EXPENSES

Third-Party services will be invoiced separately.

FULFILLMENT OF DUTIES

Once all contract items and services have been received, the duties of KNP have been fulfilled.

ARCHIVING

Once a project has been completed, all project materials will remain active for 30 days. Clients who wish to have their project materials kept available indefinitely may pay to have their projects archived online.

RETOUCHING

Client may request additional creative editing or compositing for special print projects at an additional charge.

RE-SHOOTING

Once a "photo event" has been completed according to the written agreement, there will be no re-shoots. A "reshoot" may be scheduled as a separate projects.

DISCOUNTS

Only one discount may be applied; honoring the lesser of any two.

REIMBURSEMENTS

In the event KNP is unable to provide a contracted service, the client agrees to be compensated at the discretion of the studio.

CREATIVITY & SATISFACTION

KNP will not be held liable for clients' "creative" dissatisfaction. Satisfactory performance on the part of KNP will be held to the bounds of the signed contract and any relevant professional standards for technique and service.

FINAL WORK PRODUCT

All proofs images are final. Under no circumstances will clients be privy to original/raw content. KNP reserves the right to withhold any original/raw content which it deems unfit for release or review. Final work product will only include proofs and edited art.

ENGAGEMENT PORTRAITS

Engagement Portraits should be scheduled at least sixty days prior to the service. When no appointment is made before that time, the portrait session may be forfeited.

VALID INFORMATION

Any person who signs a project document, either online or on paper will be responsible for the validity of the information therein.

RECORDING

All expressed correspondence, either written, in-person or by phone with KNP will be documented for future reference.

UNUSED SERVICES OR PRODUCTS

There is no refund for contracted services or products which remain unused after a project has been completed, (e.g. time coverage, gift certificates, online proofing, etc...).

WEATHER POSTPONEMENT

In the event of a postponement due to weather conditions, KNP cannot guarantee 100% accommodation to the new date or location. However, on a case-by-case basis, KNP will attempt to transfer coverage when it is possible. Client will be liable for any new expenses as a result of the accommodation.

EXCLUSIVE PHOTOGRAPHER

KNP will not share service coverage with other photo studios. Once booked, KNP is to remain as the exclusive provider for photo services.

