

The “Portraits with a Passion” Guarantee, Policies, Terms, and Conditions

THANK YOU!

LightWriter Photography LLC appreciates the opportunity to create your portrait and to help you with any ordering decisions. If you have any additional questions, we can be reached by phone or email. Remember that Photographs preserve a moment in time that you can treasure forever.

THE GUARANTEE

We at LightWriter Photography LLC have made every effort to create a portrait that you will be proud of; whether it is a Commercial Portrait or an Heirloom to be handed down from generation to generation. Capturing your portrait is our passion. If you are not satisfied with the images you preview, we will schedule a new session at no cost to you. All images from the first session are eliminated and we will treat the re-shoot as a “clean slate”

COPYRIGHT

All photographic materials, including but not limited to negatives, transparencies, proofs, previews, and digital files are protected by Federal Copyright Law and remain the property of LightWriter Photography LLC (unless noted otherwise). It is *illegal* to copy or reproduce any of these images for any use without the consent of LightWriter Photography LLC.

PROOFS/PREVIEWS (unless noted otherwise)

We do not print proofs.

After your photo session, we will schedule a Projection Appointment for the following week. During this Appointment, we will project the portrait on our 80” wall (or in your home for the Full In-Home Portrait Experience) at actual Wall Portrait sizes so that you can get a feel for how it will REALLY look on YOUR wall. The order will then be finalized and a printout that includes all order information & thumbnails of all ordered images will be signed by the client approving the order as is stated.

After your order has been placed, your previews will be uploaded to our On-Line Preview Website for one month. By default, they are not password protected. A non-refundable \$25 will be charged should you need them re-uploaded or the on-line preview time extended.

If you cannot make it into our studio for a Projection Appointment, we will upload your images to the On-Line Preview Website within one week of your Portrait Session so that you can preview them and place your order from your home. The order will be sent to us from the shopping cart via email or you will provide us an email with the desired images and products. We will then call to verify this order and it will be considered finalized. WE CANNOT TAKE ORDERS OVER THE PHONE.

ORDER/PAYMENTS

At least half of the total order price will need to be placed before the order will be processed and sent to the lab. The remaining balance is due upon delivery/pickup. No changes can be made after an order has been sent to the lab. Any changes must be in writing and signed by both parties and done so within 1 business day (24 hours) of the order being signed. If the order was made via email, the date on the email will be used.

We proudly accept Visa, MasterCard & Discover. Please make all checks out to “LightWriter Photography”.

In order to receive all current specials & discounts, the order must be placed at the Projection Appointment, or if there is no Projection Appointment, during the first week of the Previews being online. All orders placed after this time will be treated as brand new orders and use the Price List in place at the time of the new order. Each session comes with ONE Projection Appointment. Therefore, please have all decision makers present. If there is another Projection Appointment scheduled after yours and you show up late, yours will have to be rescheduled. Due to the custom nature of photography and photographic products, items may not be returned or exchanged. However, If you are not satisfied with a certain pose’s print after seeing it projected and/or seeing it on-line, you can exchange it for another pose of the same size print – a Fee May be Applied. Please be aware that color dyes in photography may fade or discolor over time due to the inherent qualities of dyes and the environment they are displayed or stored in. The photographer is not responsible for any claims based upon fading or discoloration due to such inherent qualities. Also be aware that reprints made at a later time may not resemble 100% a print made at an earlier time.

DELIVERY, PICKUP, SHIPPING

Your portraits will be ready within 3 weeks of ordering and you will be notified when they are available. No part of any order will be allowed to leave the studio until all outstanding balances are paid in full. Any problems with an order, such as damage, must be reported within 2 business days of the order being received. We are not responsible for orders not picked up within 30 days of verbal notification. A 25% reprint fee may be applied if orders are damaged after the 30-day notification period. If you like, your order can be shipped to you at an additional shipping charge.

REPRINTS/ARCHIVING

Handle your products, prints, & portraits with care. Damage incurred as a result of improper handling, framing, hanging, storage etc. is the responsibility of the client. Reprints of this nature may incur a 25% reprint fee. However, if the damage is due to manufacturer’s defect or negligence on the part of LightWrtier Photography LLC, it will be replaced at no charge to the client.

We make every effort to back up your images both on-site and off-site. However, due to the limitations of all archiving technology (optical disks scratching, mechanical hard disks failing, etc.) we cannot guarantee their survival.

RETOUCHING

Basic Retouching is included with most forms of Portraits. This includes minor blemishes such as pimples, cuts, bumps, bruises or minor skin discolorations. At the client’s request, more extensive retouching or editing can be performed on the following and will incur an extra charge: retouching of sunburns, flaking due to sunburn, tan lines, touching up hair styles or makeup jobs, removal of braces, swapping heads from one image to another, opening up of eyes etc.

RESHOOTS/RESCHEDULES/CANCELLATIONS

If anyone who is to be a subject in the portrait is ill or cranky on the day of the session, please call to reschedule because it will show in the images. If you do not cancel and upon arrival we determine that the images will not turn out well because of this, we reserve the right to reschedule. If you do not reschedule after we recommend that you do, and you do not like the previews/proofs, then a new session can be scheduled at the cost of a new session and any previous moneys/deposits/retainers are forfeited and not returned. Any images from the first session are eliminated and we will treat the re-shoot as a “clean slate”

We request at least a 24 hour advance notice if canceling or rescheduling your appointment. If you do not give notice and fail to show up, or you show up late and your session will therefore cross over into another client’s session, you may incur a \$35 charge to schedule another session.

All retainers are considered non-refundable. However, depending on the circumstance, if you cancel within 48 hours of your session, your payment might be refunded to you at our disgression minus any accounting or paper work fees.

FAILURE TO PERFORM

If the photographer cannot perform this agreement due to a fire or other casualty, strike, act of God, or other cause beyond the control of all parties involved, or due to the photographer’s illness, then the photographer shall return the retainer and all other monies paid for outstanding work and shall have no further liability with respect to the agreement. This limitation on liability shall also apply in the event that photographic materials are damaged in processing, transit, or through camera malfunctions, lost in the mail, or otherwise lost or damaged without fault on the part of the photographer. In the event the photographer fails to perform for any other reason, the photographer shall not be liable for any amount in excess of the retail value of your order.

I have read and reviewed the studio’s policies.

Client Signature: _____ Date: _____