



231 W 29th St, Suite 703, New York, NY 10001

TERMS & CONDITIONS

This agreement is made between you (as listed above) hereinafter "You", and Michael Kormos Photography, LLC (NY) (dba glow portraits®) hereinafter "Us/We". "Session" is any of the photo shoots you have purchased and scheduled for a specific date and time during which we agree to take digital photographs ("Images") of you and/or your family members.

- 1) You may reschedule your Session with written notice provided at least 48 hours in advance of your Session. Your payment may be applied towards another Session up to one year. Subsequent rescheduling requests and/or rescheduling less than 48 hours prior to your Session will incur a \$300 Rescheduling Fee. Please arrive punctually to make the most of your Session. We will have to reschedule your Session if you arrive more than 30 minutes late (\$300 Rescheduling Fee applies).
- 2) Refund/Cancellation policy: Cancellations made 48 hours or more before your Session start time are subject to a \$500 Cancellation Fee. Cancellations made 48 hours or less before your Session start time are non-refundable.
- 3) We maintain the right to reschedule your Session due to inclement weather or unforeseen circumstances.
- 4) Sessions are limited to immediate family members. Grandparents and other extended family members must be arranged beforehand, and additional fees of \$30/person will apply.
- 5) Other cameras or video recorders are not allowed at the Session. Please respect this rule, as it can be distracting to children and prevents us from doing our job to the best of our abilities.
- 6) In the unlikely event of a hardware failure, loss, or theft of our equipment, we are not responsible for any images lost or stolen. In such an event, we will issue you a full refund of all payments received for the Session.
- 7) Shortly after your Session you will receive an online proofing gallery to select favorite images for editing. We offer the purchase of additional images for editing in addition to those included in your Session. We DO NOT release RAW unedited images, since they are not a finished product. RAW unedited images in your proofing gallery may not be shared or downloaded. Your proofing gallery will remain active for 48 hours, and any unselected images will be deleted from our archives.
- 8) We use our artistic discretion to edit your favorite images in our signature style. You may view samples of our editing style in our Before-And-After Gallery. Additional editing requests are billed separately. Editing the images yourself, or by a third party requires our consent.
- 9) Edited images will be delivered to you in high resolution via downloadable online gallery. We strongly encourage you to back-up all downloaded images on more than one device as redundancy in case of hardware failure.
- 10) Orders for prints and other tangible products (i.e. Gallery Wraps, Floating Metal Art, Keepsake Albums, etc.) may not be modified or canceled, and are nonrefundable. By placing an order, you agree that you have fully read and understood the product descriptions in our Product Catalogue. If an item arrives damaged, please notify us in writing within 48 hours of receipt. Certain color and tonal variation may occur with all printed products.

Copyright License

In accordance with United States Copyright Law, we retain our own, sole, and exclusive copyright to all images, including but not limited to our use of them for marketing purposes. If you would prefer that we do not share nude or breastfeeding images, please specify in the questionnaire for your Session. Your use of the images is limited to personal, non-commercial purposes, and you may not sell or assign the images to a third party.

Privacy Add-On (\$300)

Please understand that as professional photographers, our business is reliant on showcasing recent samples of our work on our website, social media and marketing materials. If you wish to keep all of the images from your Session private, we offer a Privacy Add-On that may be purchased prior to your Session.

Waiver

You release Michael Kormos Photography, LLC (dba glow portraits®) and its employees & contractors from all claims, damages, and liabilities that may result from accidents or incidents that occur during the Session. You release and discharge us from any and all claims and demands ensuing from or in connection with the use of the images, including any and all claims for libel and invasion of privacy. This authorization and release shall inure to the benefit of the legal representatives, licensees and assignees of Michael Kormos Photography, LLC.

By completing your purchase, you agree that you have read, understood, and agree to these Terms & Conditions in their entirety.