

# BOOKING TERMS & CONDITIONS

Please read the following carefully, understanding you will be held to these posted terms and conditions by Chris Hietikko Photography. I am happy to answer any questions or clarify anything outlined herein, but please ask before you book. I want you to have the best experience possible, so understanding our policies will ensure there are no surprises.

In the following terms and conditions 'the photographer' shall mean Chris Hietikko trading as Chris Hietikko Photography. 'The client(s)' shall be those people(s) and/or company listed on the booking form/invoice.

## COPYRIGHT & DISPLAY

**All photographic materials, including but not limited to digital files, negatives, transparencies, proofs, and previews, shall be the exclusive property of the photographer.** The photographer shall own the copyright in all images created and shall have the exclusive right to make reproductions. **Photographer reserves the right to reproduce and/or display the images for portfolio, website, social media, self-promotion, advertising, photo contests, or any other lawful publication.** If you wish not to have your images posted for any reason, please send an email request stating as much within 10 days after your session. Send to [studio@chrishietikkophotography.com](mailto:studio@chrishietikkophotography.com) and we will do our best to honor your wishes.

## CLIENT USAGE & PRINT RELEASE

**The client is granted usage of the photographs for personal and promotional use only.** This includes, but not limited to: uploading to personal/company website (or websites of representatives), submissions for potential work or representation, uploads to social media/industry related websites (Backstage, LinkedIn, Facebook, etc.), and event promotional material and displays.

For editorial publication, client shall request that a credit for the photographer be placed adjacent to the photograph on publication (ex. © Chris Hietikko Photography), but shall have no liability if the publication refuses or omits to do so.

**The client is also granted a print release and may print the images for personal and promotional use.** If a written document is needed, please contact the photographer directly.

Photographs may not be sold or used for commercial purposes by the client or any 3rd party without written consent from the photographer.

## INTELLECTUAL PROPERTY

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of the Company and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Company.

## STUDIO HOURS

Chris Hietikko Photography is open Monday-Saturday and closed on Sundays. **Sessions are by appointment only and can be made via the website or email/phone.** Contact studio for any outside business hour inquiries.

## PAYMENTS

We gladly except all major credit cards, checks and old-fashioned cash. **At the time of booking a non-refundable session holding fee of \$75 is required for all bookings, as well as full acceptance of the terms and conditions as published on the photographer's website.** This ensures that your time is saved and will be applied to your session fee with the balance due at the end of your appointment and/or when images are delivered to you. **Session fee does not include images which are sold separately for your convenience.**

## RESCHEDULING & CANCELLATIONS

We request a minimum of 72 hours (3 days) notice to secure a new date so we can fill your time off our waiting list. If it's within 72 hours of your scheduled shoot or if you are a no-show, your non-refundable session fee of \$75 will be forfeited and we will do our best to reschedule based on availability.

PLEASE NOTE: During COVID-19 pandemic, Chris Hietikko Photography will provide flexible rescheduling, so we can shoot when we both feel it's safe. Book your session now, and we will reschedule if we need to. All staff at Chris Hietikko Photography are fully vaccinated as of March 15, 2021.

## WEATHER

**Due to the unpredictable nature of the weather, it might be necessary for the photographer to postpone an outdoor headshot session if conditions on the day (or forecasted in advance) render it impossible for a shoot to go ahead.** Alternative dates will then be suggested and agreed between the photographer and client(s), and the fees already paid will be valid for the rearranged date. In some instances, inclement weather may mean that some or all photography needs to take place indoors. The photographer will still make all reasonable efforts to meet the requirements agreed with the client(s), but the photographer will not be liable for any photographs unobtainable because of the restrictions of having to shoot inside.

## **FORCE MAJEURE**

**The photographer will endeavor to reschedule or put the client(s) in touch with another photographer in the unlikely event he is unable to conduct the headshot session by unforeseen instances.** In the event of cancellation by the photographer, or in the unlikely event of total photographic failure, liability shall be limited to a full refund of any fees paid.

These Booking Terms & Conditions incorporate the entire understanding of the client and photographer. Any modifications of terms must be in writing and signed by both parties. Terms shall be governed by the laws of the State of New Jersey.

### **Contact Us**

If you have any questions about these Terms and Conditions, you can contact us by email [Studio@chrishietikkophotography.com](mailto:Studio@chrishietikkophotography.com)