



STUDIO POLICIES AND PROCEDURES

Effective March 1, 2010

(subject to change at any time, without notice)

TJT Portraits is fully committed to safeguarding and promoting the well-being of all the clients we photograph. We believe it is most important for everyone associated with our Studio to show respect and understanding for the safety and welfare of others at all times. Clients and parents are encouraged to be open and share any concerns or complaints they may have about any aspect of our Studio with Mr. Timothy J. Toal, Owner.

Life sometimes doesn't flow exactly as we intend, which is why we have established these operating policies.

The client is hereby specifically put on notice and is hereby notified and agrees that photography is not an exact science and that on certain occasions or in certain circumstances photographic materials may be proven defective. Client hereby agrees that in the case of any defect in materials, equipment, computers, electronic devices, chemicals, or procedures, the client specifically waives any claims for negligence, breach of warranty, mental harm, distress, or breach of contract.

Session Appointments

All appointments are made on a first-come, first-served basis. No date or time will be held without a retainer.

Cameras, cell phone cameras, and camcorders are not permitted in any session.

Cancellations

We understand that circumstances and emergencies beyond your control can and do happen, making it necessary to cancel a scheduled session appointment. In that event and if possible, we would appreciate 24-hours notice. In any event, please call the Studio to discuss your particular situation.

If you do not call and are a no-show, any retainer paid will be forfeited.

If an unforeseen emergency causes TJT Portraits to cancel the session, we will reschedule the session at your earliest convenience.

Our Guarantee

Your satisfaction is guaranteed. If you are not satisfied with any product, please contact Tim Toal to discuss the issue. However, we cannot be responsible for circumstances beyond the photographer's control such as clothing choices, stains, hairstyle, makeup, props, etc. All reasonable requests will be considered.

Our products are printed with the utmost care on professional photographic materials and papers, and we match the manufacturer's guarantee on their product. If any premature fading or discoloration should occur, we will do our best to correct the problem.

Print Orders

Payment is due in full when the order is placed.

Images can be printed to look different than the original proof. Examples would be crop, color, and digital effects.

Due to the nature of their dimensions, 8x10 prints may be cropped in closer than the original proof. If the client does not request a specific crop, the Studio will select the most appropriate crop for the image chosen.

Client Responsibility

- Notifying TJT Portraits of any special cropping instructions.
- Notifying TJT Portraits of any special retouching instructions.
- Notifying TJT Portraits of any special ordering deadlines.
- Verifying that your order is correct upon receipt.
- If reprinting is necessary because the client forgot to notify TJT Portraits of any special instructions or deadlines, this will incur a charge for the reprint. Please see return policy below.

Retouching

- Retouching is available and offered at an additional charge.
- Retouching will be quoted on an individual basis.
- Examples of retouching are opening eyes, removing braces, and removing background objects.

Due to the very customized nature of our print products, orders cannot be cancelled, changed, or refunded after they have been sent to the lab.

Order Delivery

- TJT Portraits is a custom Studio. We can estimate the delivery date for your order; however, we cannot guarantee that your order will be ready for pickup on the date estimated.
- You are welcome to call and check on the status of your order, but please be patient.
- Print orders generally take 3–4 weeks. Album or very large print orders generally take 4–8 weeks.
- Delivery can be guaranteed in some circumstances. Please call to discuss specific timing requirements for your situation. Rush charges may apply.
- **Holiday orders must be submitted to TJT Portraits by December 1.**
- Normal delivery is by pickup at the Studio, either in Rochester or Ontario.
- We will contact you by phone or email when your order is completed to schedule a pickup appointment.
- Shipping is available upon request only. Shipping charges will apply and must be prepaid. Any damage to any shipped order must be brought to the attention of TJT Portraits within five business days of receipt.

Returns

If you have any issues or concerns with the products you receive, please notify TJT Portraits within five business days.

We will order exactly what the client requests and cannot be held responsible if the client requests the wrong image.

If there is a problem with any part of an order, it can be reprinted with changes. The original print order must be returned before reprints can be delivered or shipped.

If an order must be reprinted due to an error on the part of TJT Portraits, the original prints must be returned prior to delivery or shipment of the reprint order.

Please handle your prints or products with care. Any damage to a print or product after it has left the Studio is the responsibility of the client. There will be a fee to replace it.

Payment

TJT Portraits accepts cash, money orders, certified checks, and personal checks. New York State sales tax is added to photography services and all products sold. We cannot accept post-dated checks.

If you are sending payment by mail, please ensure that it is addressed to TJT Portraits in Rochester, New York, and that your check or money order is made payable to TJT Portraits.

Returned Checks

Checks returned by the bank, for any reason, are subject to a returned check fee of \$25.00.

Upon receipt of a returned check, TJT Portraits will contact the issuer by phone to apprise them of the situation and discuss payment arrangements. Acceptable tender after a check has been returned is cash, money order, or certified check **only**. If payment for the product order and the returned check fee is not received within five business days of the first notice telephone call, a written second notice will be sent via certified mail. If payment is not received within five days of receipt of the written second notice, legal action can be taken. Both civil and criminal penalties could be imposed.

Issuing a bad check is a crime under New York State Penal Law, Section 190.05. If convicted, the perpetrator may face imprisonment and a fine. After receipt of a third notice, under General Obligations Law, Section 11-104, the perpetrator could be sued. Damages will exceed the amount of the original product order.

Clients who have presented bad checks will be required to pay for any future services and/or product orders with cash, money order, or a certified bank check. No product will be delivered before receiving payment.

If a debt remains outstanding after three notices, it can be turned over to a collection agency.

Digital Files

We do not sell any high-resolution digital files unless a minimum order of \$200.00 has been placed.

Reproduction of any photograph without the written consent of TJT Portraits is a violation of federal law.

Copyright

TJT Portraits holds full copyright on all photographs printed and images captured. Purchase of photographs does not include reproduction or publishing rights unless specified in the contract or agreement.

Model Release

TJT Portraits reserves the right to use any image captured for display, publication, or other purposes. Unless otherwise noted in the contract or agreement, permission is granted to use images and/or reproductions for display, publication, web, or other purposes. All files remain the exclusive intellectual property of TJT Portraits.

The client hereby grants permission to the Studio/Photographer to sell images to any other interested family members unless instructed otherwise. Such instructions must be specific, in writing, and conveyed when the images are captured at the session appointment.

Liability

In no event shall TJT Portraits, its affiliated companies, licensors, licensees or any of their directors, officers, employees, affiliates, successors or assigns or other representatives be liable for any breach of contract or agreement on behalf of TJT Portraits. Any liability shall be limited to the amount of any consideration received by TJT Portraits in payment of the contract price.

Terms

We reserve the right to update or modify these Policies and Procedures at any time and without prior notice. Your use of our services following any such change constitutes your agreement to follow and be bound by the Policies and Procedures as changed. For this reason, we encourage you to review our Policies and Procedures whenever you seek our services or use our website.