

## **\*\*Terms of Service\*\***

### **\*\*1. Introduction\*\***

These Terms of Service ("Terms") govern your use of all services provided by Jessica Pittman Photography ("Photographer," "we," "us"). By booking a session, purchasing a membership, or engaging with any of our services, you agree to abide by these Terms. Please read them carefully.

### **\*\*2. Scope of Services\*\***

Jessica Pittman Photography offers professional photography services, including but not limited to:

- Family portraits
- Wedding photography (subject to additional terms not covered in this document)
- Mini sessions
- Custom photography packages

### **\*\*3. Booking Policies\*\***

- All sessions must be booked through our official website, email, or phone. Availability is on a first-come, first-served basis.
- A retainer of 50% is required to secure your booking. Retainers are non-refundable.
- Remaining balances are due no later than one month before the scheduled session.

### **\*\*4. Payment Terms\*\***

- Payments are accepted via credit card, debit card, or designated payment services. Payment plans are available through Affirm, Afterpay, and Karma, governed by their respective rules and policies.

The Photographer is not affiliated with these services.

- If there is an issue with a payment plan, clients must handle it directly with the service used.
- Late payments exceeding 7 days may result in cancellation of the booking without refund. Clients will be notified before cancellation occurs and given an opportunity to rectify the payment issue.
- Additional charges may apply for optional add-ons such as prints, albums, or canvases. These charges must be paid in full upon ordering.
- Travel fees may apply for locations outside of Santa Rosa Beach, Florida. These fees will be communicated at the time of booking and must be agreed upon prior to confirmation of the session.

#### **\*\*5. Cancellations and Rescheduling\*\***

- Rescheduling is subject to availability and may incur an additional fee.
- The Photographer reserves the right to cancel or reschedule sessions due to unforeseen circumstances, with an alternative date offered.
- Retainers are non-refundable and will be forfeited in case of cancellation by the client.

#### **\*\*6. Session Policies\*\***

- **\*\*Punctuality\*\***: Clients must arrive on time for the session. Late arrivals may result in reduced photography time without adjustment to fees.
- **\*\*Creative Control\*\***: The Photographer retains full creative discretion over the images selected, edited, and delivered. Not all photographs taken during the session will be provided.
- **\*\*Guest Photography\*\***: The Photographer acts as the sole photographer during the session. Guests are not permitted to take photos for commercial purposes.
- **\*\*Safe Environment\*\***: Clients are responsible for ensuring a safe and respectful environment during the session. The Photographer maintains a zero-tolerance policy for harassment, threats, or any unsafe conditions. Should such behavior occur, the session will be terminated immediately.

without a refund, and further action may be taken as necessary.

#### **\*\*7. Image Delivery and Usage\*\***

- Images will be delivered digitally within 30 days unless otherwise agreed upon in writing when booking the session.
- Clients receive a limited-use license for personal use only. Commercial use requires written consent from the Photographer.
- The Photographer retains copyright of all images and may use them for promotional purposes unless otherwise agreed in writing.

#### **\*\*8. Privacy Policy\*\***

- Client information, including photographs, is handled with confidentiality and will not be shared without consent.
- Clients may opt out of promotional image use by notifying the Photographer in writing before the session.

#### **\*\*9. 2025 Mini Session Membership\*\***

This section supplements the general Terms of Service and specifically governs the 2025 Mini Session Membership:

- Members are entitled to three (3) mini photography sessions throughout 2025.
- Mini session dates and locations will be released in advance by photographer. There will be at least 12 dates offered for members to reserve and redeem their mini sessions in Santa Rosa Beach, Florida.
- Each mini session includes 5 images of clients choosing with the option to purchase additional

images after the session. Pricing for additional images is as follows: 1. purchase one additional image for \$75. 2. Purchase 10 additional images for \$350. 3. Purchase full gallery of edited images for \$500.

- Membership fees are \$997 if paid in full. Payment plan amounts vary as offered through Affirm, Afterpay and Klarna.

- Payment plans are available and offered through Affirm, Afterpay, and Klarna and are governed by their respective rules and policies. Clients must address issues directly with the service used.

- Sessions must be booked with at least 24 hours' notice, on a first-come, first-served basis. If mini session dates are fully booked, a waitlist will be available to accommodate additional clients based on cancellations or new openings.

- Members may cancel or reschedule a reserved mini session spot up to 48 hours before the session is to occur. Members can cancel or reschedule their mini session less than 48 hours before the session - a \$50 reschedule fee will apply.

#### **\*\*10. Dispute Resolution\*\***

- Any disputes arising from these Terms will be resolved through mediation or arbitration in accordance with the laws of Florida, United States of America.

- Mediation and arbitration costs will be shared equally by both parties unless otherwise determined by the arbitrator.

- Legal proceedings, if necessary, will take place in the courts of Walton County, Florida.

- Arbitration will be conducted under the rules of the American Arbitration Association.

- The Photographer's liability in any dispute is limited to the total amount paid by the client under the disputed service.

#### **\*\*11. Amendments\*\***

We reserve the right to update or modify these Terms at any time. Clients will be notified of

significant changes in writing or via email.

**\*\*12. Contact Information\*\***

For questions, concerns, or disputes, please contact us at:

- Email: [hello@jessicapittmanphotography.com](mailto:hello@jessicapittmanphotography.com)

- Phone: 719-248-7929

By booking a session, purchasing a membership, or engaging with our services, you acknowledge that you have read, understood, and agreed to these Terms of Service.