# Windell Portraits Terms and Conditions Agreement

Effective October 5, 2026

**Activity:** Photography session with Windell Portraits, LLC

## 1. Introduction

This agreement outlines the terms and conditions for photography sessions with Windell Portraits, LLC ("Windell Portraits"), including liability waivers and model release permissions. By signing or checking the box below, the client agrees to the terms outlined in this document.

## 2. Booking, Rescheduling, and Session Terms

- A booking fee is due in advance to secure the booking and hold the studio and photographer's time.
- Cancellations and reschedules require at least 48 hours' notice (72 hours for RainLight sessions), or the booking fee is forfeited.
- The RainLight water fee is forfeited only if the rain booth has already been filled (typically 24 hours before the session) or the client does not attend. Otherwise, it transfers to the new date.
- Clients must arrive on time for their session. Late arrivals may result in a shortened session or a rescheduling fee.
- Sessions at locations other than the studio carry a travel fee, are quoted in advance, and depend on weather and lighting.
- No personal photography or video recording is permitted during the session without prior written permission from Windell Portraits.
- Members of the client's party may not take photographs, videos, or behind-the-scenes content while the photographer is actively photographing. This keeps everyone focused on the photographer's direction and the session on track. Exceptions may be made for behind-the-scenes photos with prior approval, provided they do not interfere with the session.
- Windell Portraits reserves the right to refuse service to anyone, as permitted by law.

## 3. Orders, Proofs, and Payment

- After the session, the client chooses favorites (the "Selection Review") and places an order. Chosen images are retouched, and proofs are then sent or shown to the client for approval (the "Proof Review") before anything is printed or released.
- Proofs must be approved within 14 days.
- Proofs are sent electronically once the order is paid. A client who wants to see the retouching before ordering must pay half of the estimated order before proofs are sent electronically. Without payment up front, proofs can be viewed at the studio by appointment.
- Payment plans are available for up to 12 months, with no down payment required. Payments on a plan are accepted by cash or check only, not by credit card. The order is released when it is paid in full.

## 4. Model Release

- I grant Windell Portraits, its representatives, and assigns the right to use photographs taken during the session for promotional, marketing, and portfolio purposes, unless I opt out as described below.
- I understand that Windell Portraits may edit, retouch, and use the images in any medium without further consent, except as limited by my opt-out.
- I understand that these images may be used for advertising, social media, website content, and other business purposes.

- Windell Portraits does not name or identify subjects in marketing images unless the subject requests it.
- I may opt out of marketing use at any time by notifying Windell Portraits in writing (email or text). Windell Portraits will then stop using my images in new marketing and will remove them from its website and social media within 30 days. Images already printed, published, or shared by others cannot be recalled. Opting out does not affect any other part of this agreement.
- If the subject is a minor or a pet, I confirm that I am the parent, legal guardian, or legal owner and have the authority to sign on their behalf.

**5. Pet Policy & Waiver**

- Pets must be up to date on vaccinations recommended by your veterinarian, including but not limited to:
    - Rabies (not required for puppies under six months)
    - Bordetella
- Pets must be free of fleas and ticks.
- If a pet has been ill with a communicable disease within the past 30 days, a health clearance from a licensed veterinarian is required before the session.
- I confirm that I am the legal owner of the pet(s) being photographed.
- I acknowledge that my pet(s) is free from communicable diseases.

**Waiver of Liability for Pets**

- I acknowledge that I am responsible for the health and behavior of my pet(s) during the session.
- I release Windell Portraits from liability for any injury, illness, escape, or harm that may occur, provided reasonable care is taken.
- Windell Portraits is not liable for any damage caused by my pet(s) during the session.

**6. General Release of Liability**

- I acknowledge that participation in a photography session carries inherent risks.
- I release Windell Portraits, its employees, and affiliates from all liability, including but not limited to injury, illness, or loss resulting from the session.
- If a minor or pet is involved, I accept full responsibility for their actions and safety.

**7. Digital Image License**

Windell Portraits grants the client a limited, non-transferable license for digital images, as follows:

- Standard digital images (100 dpi) may be printed unwatermarked at a maximum size of 8" x 10" and used for the client's personal and professional web and social media purposes, such as a website, social media profile, or business listing.
- High-resolution digital images (300 dpi) are provided only when purchased as an upgrade. They are licensed for the print and commercial uses stated on the order.
- Digital files may not be sold, sublicensed, or used for other commercial purposes without written consent from Windell Portraits. Cropping and resizing are fine, but images may not otherwise be altered.

**8. Archive Policy**

Orders must be placed within 14 days after the Selection Review. After that period, images from the session are archived. Archived images may be retrieved for a $250 retrieval fee, unless prior arrangements are made.

**9. Restrictions on Artificial Intelligence (AI) Use**

Images created by Windell Portraits may not be used in any manner for training, input, or generation by Artificial Intelligence (AI) systems, software, or related technologies, including AI video generation or derivative works.

**10. Agreement**

I acknowledge that I have read, understand, and agree to the terms outlined in this agreement. The undersigned assumes all risk of injury or harm as a result of the Activity specified above and agrees to release, indemnify, defend, and forever discharge the releasee from all liability, claims, demands, damages, costs, expenses, and causes of action due to death, injury, loss, or damage to the undersigned.

If any provision or part-provision of this Terms and Conditions Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Terms and Conditions Agreement.

In consideration for being allowed to participate in this Activity, I release from liability and waive my right to sue Windell Portraits LLC, their employees, officers, volunteers and agents from any and all claims, including claims of negligence, resulting in any physical injury, illness (including death) or economic loss I may suffer or which may result from my participation in this Activity, travel to and from the Activity (including air travel), or any events incidental to this Activity.

Client Name: _____ Date: _____

Signature (eSignature accepted): _____

**If signing on behalf of a minor or pet:**

Parent/Guardian Name: _____ Date: _____