

TERMS AND CONDITIONS — MICHELLE CONKLIN PHOTOGRAPHY, LLC (MAPLE PARK, ILLINOIS)

By booking a session, placing an order, or accessing an online gallery, the Client agrees to the following Terms and Conditions:

1. DEFINITIONS: “Images” include all photographs, digital files, artwork, composites, prints, albums, and visual materials created or delivered by the Photographer. “Client” refers to any individual, parent or guardian, league, business, or organization receiving services.

Clients must verify compatibility and print quality when using third-party labs. Photographer is not required to archive images after gallery expiration.

2. COPYRIGHT AND USAGE: All images are the copyrighted property of Michelle Conklin Photography, LLC. Personal clients receive personal-use rights only. Leagues receive internal, non-commercial usage. Businesses must purchase a commercial license. Unauthorized use—including screenshots, watermark removal, scanning prints, saving images without purchase, or altering files—will be invoiced at three times the standard licensing rate.

3. DIGITAL GALLERIES: Galleries remain online for the timeframe stated in the delivery email. Archived galleries may be reopened for a fee if files are still available. Clients must download and back up their digital files.

4. IMAGE ALTERATIONS: Clients may not edit images using filters, apps, AI tools, retouching software, or recoloring tools. Only simple cropping for print sizing is permitted. All creative edits and composites must be done by the Photographer.

5. MODEL & PROPERTY RELEASES: Unless declined in writing at booking, the Client grants permission for images to be used for marketing, portfolio, social media, studio display, and website use. Commercial use by the Client requires separate licensing.

6. CLIENT RESPONSIBILITY: Clients must review proofs, order within deadlines, and verify all submitted data such as names, spelling, uniform numbers, and rosters. Leagues must provide a representative on Photo Day for organization and accuracy. If not provided, the Client accepts the Photographer’s judgment.

7. PAYMENTS & REFUNDS: Payments are due at booking or as listed. Digital files, prints, artwork, albums, and custom products are final sale. Concerns must be reported within 48 hours of receiving products.

8. RESHOOTS: Reshoots requested due to personal preference (hair, clothing, cooperation, or weather preference) will incur a full reshoot fee. Reshoots due to Photographer error will be completed at no extra cost.

9. CANCELLATIONS & POSTPONEMENTS: Individual Sessions: Unforeseen circumstances will be accommodated with rescheduling at no charge. All other cancellations are refunded minus a 50-dollar non-refundable fee. Credit-card fees are non-refundable. Sports Leagues: Cancellations or postponements may result in loss of agreed-upon benefits. No extra makeup dates will be added.

10. DELIVERY TIMELINES: Delivery times vary by session. Custom artwork and composites may require additional time. External vendor delays are outside control of the Photographer.

11. INDEMNIFICATION: Client agrees to indemnify Photographer from claims arising from misuse of images, required permissions, incidents during sessions, or actions of Client or guests.

12. SAFETY & CONDUCT: Photographer may discontinue or decline a session if unsafe, disrespectful, disruptive, illegal, or inappropriate behavior occurs.

13. LIMIT OF LIABILITY: Photographer is not responsible for lost items, weather issues, location problems, print lab malfunctions, or equipment failure beyond reasonable control. If images cannot be delivered due to Photographer error, liability is limited to the amount paid.

14. GOVERNING LAW: Terms are governed by Illinois law. Disputes will be handled in DeKalb County through negotiation, mediation/arbitration, or litigation if necessary.

15. ACCEPTANCE: By booking, purchasing, downloading, or accessing an online gallery, the Client accepts all Terms and Conditions.