**Terms of Use**

*Effective Date: [Insert Date]*
**Breathed Into Light Photography**

By booking a session, using services, or accessing content provided by **Breathed Into Light Photography** (“Photographer,” “we,” “us,” or “our”), you (“Client,” “you,” or “your”) agree to the following legally binding terms and conditions. Please read carefully.

**1. Booking & Payment**

* A non-refundable retainer is required at the time of booking to reserve your session date. The remaining balance is due on or before the session date.
* Non-payment may result in session cancellation and forfeiture of images.

**2. Cancellation & Rescheduling**

* You may reschedule once with at least 48 hours' notice. Cancellations or no-shows will result in forfeiture of the retainer.
* Photographer reserves the right to reschedule due to weather, illness, or unsafe conditions.

**3. Model Release**

By attending any session or event photographed by Breathed Into Light Photography, you grant full permission to use your likeness (or that of any minor under your care) in photographs, videos, and related content for promotional, editorial, commercial, and portfolio purposes.

* This release is irrevocable and unrestricted.
* No compensation will be provided unless otherwise agreed upon in writing.

**4. Real Estate Photography Release**

Real estate clients affirm they have legal permission from the property owner, manager, or tenant to photograph the property.

* Breathed Into Light Photography is not responsible for the cleanliness, condition, or staging of the property.
* Photos are licensed **only for the marketing of the current listing** and **may not be reused or resold**.
* Use beyond the listing period or for other listings requires a new license.

**5. Commercial Use & Licensing**

* All image rights are retained by the Photographer. Clients receive a **limited-use license** for personal or listing-related purposes only.
* **Commercial use (e.g., advertising, product packaging, resale, business branding)** requires the **purchase of a separate commercial license**.
* Unauthorized commercial use will be considered a copyright infringement and may result in legal action.

**6. Assumption of Risk & Release of Liability**

* You assume full responsibility for your own safety and that of any minors, pets, or participants in your care during the session.
* Breathed Into Light Photography is **not liable** for any injuries, illnesses, allergic reactions, property damage, lost items, or other incidents that may occur before, during, or after your session.
* You acknowledge and agree to **waive any and all rights to sue**, file claims, or pursue legal action against Breathed Into Light Photography, its owners, agents, or affiliates, for any damages, losses, injuries, or perceived negligence arising from our services.

**7. Image Delivery & Editing**

* Proofs are delivered within [x] business days via digital gallery. Final edits are completed within [x] days of selection.
* Basic retouching is included; extensive edits may incur an additional fee.
* RAW files are not released.

**8. Copyright & Usage**

* All photographs are the exclusive intellectual property of Breathed Into Light Photography and protected by U.S. copyright law.
* Clients receive a **limited, non-transferable license** to use images for:
	+ **Personal** use (for individual, family, or private display)
	+ **Real estate listing use** (when applicable)
* **Any other use—including commercial, editorial, resale, or business marketing—requires the purchase of a commercial license.**
* Images may not be altered, sold, or redistributed without written permission.

**9. Image Storage**

* Digital galleries remain active for 30 days from delivery. It is your responsibility to download and back up your files.
* Archival beyond that period is not guaranteed.

**10. Limit of Liability**

* In the rare event of equipment failure, file corruption, or accident, the Photographer's liability is limited to a refund of fees paid or a re-shoot (at Photographer’s discretion).
* We are not responsible for missed moments due to lateness, non-cooperation, or venue restrictions.

**11. Governing Law & Dispute Resolution**

* This agreement is governed by the laws of the State of [Insert State].
* Any disputes arising from these services will be resolved through mediation or binding arbitration in [Insert County/State].
* By agreeing to these Terms, you **waive your right to sue in a court of law or to pursue a jury trial** for any reason related to the services or products provided.

**12. Agreement Acknowledgment**

By booking a session, purchasing a package, or using services provided by Breathed Into Light Photography, you confirm that you:

* Have read and understood these Terms of Use
* Agree to all provisions herein, including waiver of liability and limitations on usage
* Are legally authorized to consent on behalf of yourself or any minor subjects