

The Photo Factory Marketing & Media Inc.
Terms, Conditions, Booking Policy & Website Disclaimer
Effective Date: July 31, 2026

Welcome

Welcome to **The Photo Factory Marketing & Media Inc.**

By accessing our website, requesting a quote, scheduling a consultation, signing a service agreement, paying a retainer, or booking any photography, videography, marketing, or creative service, you acknowledge that you have read, understood, and agree to the following Terms, Conditions, Policies, and Website Disclaimer. These policies are designed to provide clear expectations between The Photo Factory Marketing & Media Inc., our clients, and our creative partners while ensuring a professional experience from booking through final delivery.

Pricing Disclaimer

All prices displayed on this website are **starting prices** and may vary based on:

- Project scope
- Location
- Travel requirements
- Production complexity
- Editing requirements
- Equipment needs
- Crew size
- Permits
- Licensing requirements
- Client requests
- Additional production services

Custom quotes are available for projects requiring specialized services.

The Photo Factory Marketing & Media Inc. reserves the right to update pricing, packages, promotions, and services without prior notice.

Booking & Payment Policy

To reserve production time and secure your requested date:

ALL SERVICES REQUIRE A 50% NON-REFUNDABLE RETAINER.

A booking is not considered confirmed until:

- A signed service agreement has been received (when applicable)
- The required retainer has been paid

Dates are reserved on a first-come, first-served basis.

Photography Services

Photography services include, but are not limited to:

- Portrait Sessions

- Family Photography
- Couples Sessions
- Engagement Sessions
- Graduation Sessions
- Maternity Photography
- Newborn Photography
- Branding Sessions
- Professional Headshots
- Product Photography
- Commercial Photography
- Real Estate Photography
- Event Photography
- Artist Promotions

All photography services require a:

50% NON-REFUNDABLE RETAINER AT BOOKING.

The remaining balance must be paid on or before the scheduled session unless otherwise stated in the service agreement.

Videography Services

Videography services include:

- Weddings
- Commercial Productions
- Promotional Videos
- Music Videos
- Social Media Content
- Corporate Videos
- Interviews
- Podcasts
- Testimonials
- Product Videos
- Real Estate Videos
- Branding Videos
- Drone Productions
- YouTube Content

All videography services require a:

50% NON-REFUNDABLE RETAINER BEFORE PRODUCTION BEGINS.

Final video delivery will not occur until all balances are paid in full.

Event Photography & Videography

All event coverage requires:

- 50% Non-Refundable Retainer
- Signed agreement when applicable

- Minimum booking requirements when applicable

Final balances must be paid according to the service agreement before final images or videos are released.

Wedding Photography & Videography

Wedding dates are reserved only after:

- Signed Wedding Agreement
- 50% Non-Refundable Retainer

Final payment is typically due 30 days before the wedding date unless otherwise stated.

Failure to complete final payment may result in cancellation of services.

Wedding Videography Music & Creative Direction Policy

To ensure every wedding film reflects the couple's vision while maintaining an organized production workflow, clients are responsible for providing creative direction prior to their wedding date.

Music Selection

Clients who would like specific music incorporated into their wedding film must submit their requested song list no later than:

SEVEN (7) CALENDAR DAYS BEFORE THE WEDDING DATE.

Music submissions should include:

- Song Title
- Artist Name
- Any specific placement requests

NO NEW SONG REQUESTS, MUSIC CHANGES, OR ADDITIONS WILL BE ACCEPTED AFTER THE WEDDING DATE.

Any music not submitted before the deadline will be considered waived.

All music used in wedding films must comply with copyright and licensing requirements.

If requested music cannot legally be used, The Photo Factory Marketing & Media Inc. and Notorious Lens reserve the right to use appropriate licensed music alternatives.

Creative Reference & Style Submission

Clients are encouraged to provide creative references before their wedding date, including:

- Inspiration videos
- Sample wedding films
- Pinterest boards
- Social media examples
- Editing styles
- Cinematic references

Clients should provide examples that communicate their desired:

- Editing style
- Storytelling approach
- Color grading
- Camera movement
- Transitions
- Overall wedding film aesthetic

ALL CREATIVE REFERENCES MUST BE SUBMITTED BEFORE THE WEDDING DATE.

Reference materials are used as creative guidance only and do not guarantee an exact recreation.

Failure To Provide Music Or Creative Direction

If the client does not submit music selections or creative references before the wedding:

THE PHOTO FACTORY MARKETING & MEDIA INC. AND NOTORIOUS LENS WILL COMPLETE THE WEDDING FILM USING THEIR PROFESSIONAL CREATIVE JUDGMENT.

This includes:

- Storytelling approach
- Music selection
- Editing style
- Scene arrangement
- Color grading
- Cinematic effects
- Audio mixing
- Final presentation

The final wedding film will reflect the creative style and professional standards of the production team.

Post-Production Creative Changes

Once editing has begun:

Requests to substantially change the music, storytelling style, editing direction, or overall creative approach may require additional editing fees.

The production team reserves creative control over the final artistic presentation.

Rescheduling Policy

Clients may request rescheduling with a minimum of 72 hours notice.

Approved reschedules may transfer the original retainer one time only.

Additional rescheduling requests may require a new retainer.

Cancellation Policy

All retainers are:

NON-REFUNDABLE.

Retainers cover:

- Reserved production time
- Scheduling
- Planning
- Administrative preparation
- Lost booking opportunities

Late Arrival Policy

Clients must arrive on time.

Late arrivals reduce available session time.

Additional time may be billed separately.

Final Payment Policy

Final photographs, videos, digital files, albums, prints, and other deliverables will not be released until all balances are paid in full.

Delivery Times

Estimated turnaround:

- Portrait Sessions: 7–14 Business Days
- Branding Sessions: 10–14 Business Days
- Events: 14–21 Business Days
- Weddings: 4–8 Weeks
- Commercial Projects: Based on Scope
- Videography: 2–6 Weeks

Delivery timelines begin after:

- Final payment
- Client selections
- Required approvals

Photo Selection & Retouch Deadline Policy

Photography Sessions

Clients must submit their favorite image selections and retouch requests within:

TEN (10) CALENDAR DAYS AFTER RECEIVING THEIR PROOF GALLERY.

Failure to submit selections within this timeframe may result in the gallery being archived.

Archived galleries require payment of an Archive Retrieval (Unarchiving) Fee before editing can continue.

Wedding Retouch Selection Policy

Wedding clients must submit retouch selections within:

FIFTEEN (15) CALENDAR DAYS AFTER RECEIVING THEIR PROOF GALLERY.

Failure to submit selections may result in the wedding gallery being archived.
An Archive Retrieval Fee will be required before retouching services resume.

RAW Photography Files

RAW PHOTOGRAPHS ARE NOT INCLUDED WITH ANY PHOTOGRAPHY PACKAGE.

RAW files remain the exclusive property of The Photo Factory Marketing & Media Inc.

RAW files may only be released through a separate purchase agreement and applicable licensing fee.

RAW Video Footage Policy

RAW VIDEO FOOTAGE IS NOT INCLUDED WITH ANY VIDEOGRAPHY PACKAGE.

All RAW video footage belongs exclusively to:

Notorious Lens

Notorious Lens is an independent videography company and is not owned, operated, or controlled by The Photo Factory Marketing & Media Inc.

RAW video footage may only be purchased directly through Notorious Lens under their licensing policy.

Copyright & Intellectual Property

All photographs, videos, graphics, logos, website content, and creative materials remain the intellectual property of The Photo Factory Marketing & Media Inc. unless transferred in writing.

Unauthorized use, reproduction, editing, resale, AI manipulation, or redistribution is prohibited.

Image Usage

The company may use completed work for:

- Website
- Portfolio
- Advertising
- Social Media
- Marketing
- Publications

Private sessions require a written confidentiality agreement.

Commercial Licensing

Commercial usage requires additional licensing unless included in writing.

Weather Policy

Outdoor sessions may be rescheduled due to unsafe weather conditions.

Drone Operations

Drone services are subject to:

- FAA Regulations
- Weather
- Airspace Restrictions
- Safety Requirements

Equipment Failure & Emergencies

The company will make every reasonable effort to complete or reschedule projects affected by:

- Equipment failure
- Illness
- Weather
- Venue restrictions
- Acts of God
- Emergencies

Liability is limited to the amount paid by the client.

Website Disclaimer

Website information, pricing, availability, and services may change without notice.

Privacy Policy

Client information is used only for:

- Booking
- Contracts
- Communication
- Billing
- Project Delivery

Client information is never sold.

Payment Methods

Accepted payment methods include:

- Credit Cards
- Debit Cards
- Cash
- Cash App
- Zelle
- Apple Pay
- Google Pay
- PayPal

Acceptance Of Terms

By booking services with The Photo Factory Marketing & Media Inc., clients acknowledge that they have read and agree to these Terms and Conditions.

BOOKING POLICY SUMMARY

- **ALL SERVICES REQUIRE A 50% NON-REFUNDABLE RETAINER**
- **NO DATE IS RESERVED WITHOUT PAYMENT AND AGREEMENT**
- **PHOTOGRAPHY SELECTIONS MUST BE SUBMITTED WITHIN 10 DAYS**
- **WEDDING RETOUCH SELECTIONS MUST BE SUBMITTED WITHIN 15 DAYS**
- **ARCHIVED GALLERIES REQUIRE AN UNARCHIVING FEE**
- **RAW PHOTOS ARE NOT INCLUDED**
- **RAW VIDEO FOOTAGE IS NOT INCLUDED AND IS HANDLED BY NOTORIOUS LENS**
- **WEDDING MUSIC AND CREATIVE REFERENCES MUST BE PROVIDED BEFORE THE WEDDING**
- **NO POST-WEDDING SONG REQUESTS WILL BE ACCEPTED**
- **FINAL DELIVERABLES ARE RELEASED ONLY AFTER FULL PAYMENT**
- **ALL WEBSITE PRICES ARE STARTING RATES**