

CHLOE COLE PHOTOGRAPHY CO.

PHOTOGRAPHY CLIENT AGREEMENT

This Photography Client Agreement ("Agreement") is between **Chloe Cole Photography Co.** ("Photographer") and the client ("Client"). By signing this Agreement, Client acknowledges and agrees to the terms below regarding photography services, photographs, editing, usage, payment, and intellectual property.

1. PHOTOGRAPHER'S COPYRIGHT & OWNERSHIP

All photographs created by Chloe Cole Photography Co., including original photographs, edited photographs, digital files, previews, and other photographic materials, remain the intellectual property and copyrighted works of the Photographer unless otherwise agreed to in a separate written agreement.

Purchasing a photography session or receiving digital photographs **does not transfer copyright ownership to the Client.**

The Photographer retains the exclusive right to reproduce, edit, modify, display, publish, distribute, license, and otherwise use the photographs, subject to any applicable privacy or model-release agreement.

The Client may not claim ownership of the photographs or represent themselves as the creator or copyright owner.

2. EDITING & ARTISTIC CONTROL

The Photographer retains full creative and artistic control over the photographs and their final appearance.

This includes, but is not limited to: color correction; exposure and lighting adjustments; skin retouching; cropping; composition; color grading; removal or alteration of minor distractions; artistic effects; and overall editing style.

The final edited photographs delivered by the Photographer represent the Photographer's completed artistic work.

Client may not alter, re-edit, filter, retouch, crop in a materially different manner, recolor, manipulate, or otherwise modify the delivered photographs without the Photographer's prior written permission.

This includes using third-party editing applications, Instagram filters, TikTok filters, AI editing tools, Photoshop, Lightroom, Facetune, or any other editing software or service to substantially change the Photographer's work.

3. SOCIAL MEDIA & PERSONAL USE

The Client is granted a limited, non-exclusive, non-transferable license to use the final delivered photographs for personal, non-commercial purposes.

Personal use includes posting photographs on personal social media accounts, using photographs as personal profile or cover images, printing photographs for personal use, and sharing photographs with family and friends.

When posting photographs online, Client agrees to: (1) use the final images as delivered by the Photographer; (2) not substantially alter or re-edit the photographs; (3) not remove the Photographer's watermark or copyright information when present; and (4) credit **Chloe Cole Photography Co.** when reasonably possible.

4. RAW & UNEDITED FILES

RAW files, unedited photographs, rejected photographs, test photographs, and photographs that were not selected for delivery remain the exclusive property of the Photographer.

RAW or unedited files are **not included** with photography packages unless specifically agreed to in writing.

The Client may not request, purchase, access, or obtain RAW files unless the Photographer agrees to provide them under a separate written agreement.

5. IMAGE SELECTION & DELIVERY

The Photographer will determine which photographs are selected for final delivery based on technical quality, artistic quality, composition, and the Photographer's professional judgment.

Not every photograph taken during a session will be delivered.

The Photographer reserves the right to withhold photographs that are technically flawed, duplicates, test images, unflattering images, or otherwise inconsistent with the Photographer's artistic standards.

6. ARTISTIC STYLE

The Client understands that photography is an artistic service and that results may vary depending on lighting, weather, location, posing, clothing, cooperation, and other circumstances outside the Photographer's control.

The Client acknowledges that the Photographer's portfolio represents the Photographer's general style and artistic approach.

7. PAYMENT & BOOKING

A session is considered officially booked once the required payment or booking fee has been received.

Any remaining balance must be paid according to the Photographer's stated payment requirements.

Failure to complete payment may result in cancellation of the session and/or withholding of final photographs until the balance is paid.

8. CANCELLATION & RESCHEDULING

If the Client needs to cancel or reschedule, reasonable advance notice should be provided. Rescheduling is subject to the Photographer's availability.

The Photographer reserves the right to retain any non-refundable booking fee or retainer as compensation for reserving the date and declining other bookings.

9. PHOTOGRAPHER CANCELLATION

If the Photographer is unable to perform the session due to illness, emergency, severe weather, equipment failure, or another circumstance outside the Photographer's reasonable control, the Photographer will make reasonable efforts to reschedule the session.

If rescheduling is not possible, any payment specifically designated as refundable will be returned to the Client.

10. PORTFOLIO & PROMOTIONAL USE

Unless the Client specifically requests otherwise in writing before the session, Client grants Chloe Cole Photography Co. permission to use photographs from the session for legitimate business purposes, including the Photographer's website, portfolio, social media, advertising, marketing materials, sample galleries, photography competitions, and promotional materials.

11. MINORS

If the Client is under 18 years of age, a parent or legal guardian must sign this Agreement on the Client's behalf.

12. CLIENT RESPONSIBILITY

Client is responsible for providing accurate information, arriving on time, communicating relevant concerns before the session, and following reasonable instructions during the session.

The Photographer is not responsible for missed photographs resulting from Client's lateness, failure to cooperate, wardrobe issues, personal emergencies, or other circumstances within the Client's control.

13. COPYRIGHT & UNAUTHORIZED ALTERATION

Client acknowledges that unauthorized reproduction, distribution, commercial use, or creation of derivative works from copyrighted photographs may violate the Photographer's rights under applicable copyright law.

The Photographer reserves all rights provided by law regarding unauthorized use of the photographs.

Nothing in this Agreement transfers copyright ownership unless a separate written copyright assignment is signed by the Photographer.

14. AGREEMENT & ELECTRONIC SIGNATURE

By signing below, Client confirms that they have read, understood, and agreed to all terms of this Agreement.

Client understands that the photographs they receive are **copyrighted creative works belonging to Chloe Cole Photography Co.**

Client understands that they are receiving permission for personal use of their photographs, **not ownership of the copyright**, and that they may not substantially alter, re-edit, manipulate, sell, or commercially use the photographs without written permission from the Photographer.

Electronic signatures may be used where permitted by applicable law.

Photographer: Chloe Cole Photography Co.