



Commercial Photography and Filming Reservation Application

Date for the session will be reserved upon receipt of this form and fee payment. Please print legibly.

Date of Photo Session: _____ Time: _____

Expected Number of Attendees: _____

Purpose:

Requested Photo Location: _____

Name of Photographer / Studio: _____

Address of Photographer/Studio:

Name of Designated Contact Person: _____

Phone Number: _____

Fax Number: _____

Email: _____

Photographer Signature: _____

For office use only

Date: _____

Location approved: _____

Date approved: _____

Payment \$ _____

Date Payment Received: _____



Commercial Photography Permit

Complete in duplicate. One copy each to the undersigned and one copy to Tyler Arboretum.

THIS COMMERCIAL PHOTOGRAPHY PERMIT (“Permit”), made as of _____, 20____
by and between Tyler Arboretum (“Tyler”) and _____,

[an individual residing/ a corporation with its principal place of business] at

(“Photographer”). Either party may be referred to herein as a “Party” and both parties may be referred to herein as “Parties.”

Date of Photo Session: _____

Time: _____

Number of Attendees: _____

Photo Location: _____

Authorized Use of Photographs: _____

For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Tyler grants permission to the Photographer to photograph, at the time and location set forth above. Permission is granted on the condition that these photographs shall be for the sole use of the undersigned as indicated herein. Any other use beyond the usage indicated, including third-party use or publication, in any media, in whole or in part, requires the additional written permission of Tyler. Tyler waives any claim to any copyright in the photographs resulting from this agreement.

As part of the consideration for the rights given by Tyler in the preceding paragraph, the undersigned hereby states and agrees:

I have read, and I understand and accept the terms of the “Tyler Arboretum Professional/Commercial Photography General Guidelines.”

Permission to photograph Tyler grounds and collections as indicated herein is granted only for the usage indicated, and Photographer agrees to apply for further permission for any other use.



Photographer agrees to pay Tyler \$_____ as payment for the rights granted herein on or before _____, 20_____.

Photographer understands and agrees that additional fees may be assessed based on uses that exceed the type and length of the shoot, number of people involved and equipment specified in the "Commercial Photography and Filming Application" submitted by Photographer on _____, 20_____.

Photographer further understands and agrees that additional fees may be assessed based on the demands placed on or damage done to the Tyler.

Photographer agrees to leave Tyler's property in the same condition as it was prior to Photographer's use hereunder. If requested by Photographer, Tyler agrees, at the conclusion of the Photographer's use hereunder, to jointly inspect the Tyler property used.

Photographer agrees to be responsible for any damage to Tyler's indoor facilities or outdoor premises caused by the Photographer or user group, as applicable.

Photographer agrees to provide a credit line acknowledging that the images photographed under this agreement were taken at Tyler on any reproduction of the photographs, or photographic or digital media, resulting from this Permit.

Photographer will use their own equipment, which shall be set up in a manner that does not create safety hazards or damage Tyler property.

Photographer disclaims all right, title and interest in the Real Property, other than the right of access provided by this Permit and further acknowledges that the right of access provided for in this Agreement is subordinate in all respects to, and subject to, all other interests in the Real Property.

Photographer acknowledges that he/she is an independent contractor and not an employee of Tyler and is not entitled to claim any rights, privileges or benefits of an employee of Tyler. Nothing in this agreement shall be construed as having created an employee/employer, partnership, or joint venture relationship between the parties. Except as expressly set forth in this Agreement, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

Photographer understands and agrees that nothing herein shall be construed as creating any type of revenue sharing agreement between the Parties.

Photographer hereby releases, hold harmless, and forever discharges Tyler Arboretum, and its employees and agents acting within the course and scope of their official responsibilities, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained while using/renting the facilities of Tyler Arboretum. Photographer is fully aware of the risks and hazards associated with photographing/filming on location at Tyler.



I warrant and represent that I am have the authority to enter into this binding agreement on behalf of the Photographer I have read the above release prior to its execution, and I am fully familiar with the contents thereof. This release shall be binding upon the Photographer, as well as the Photographer's legal representatives, successors, assigns and heirs.

Tyler Arboretum

Signature: _____

Name: _____

Title: _____

Date: _____, 2013

Photographer

Signature: _____

Name: _____

Date: _____, 2013