

# Tyler Arboretum Commercial Photography/Filming Reservation & Permit *Page 1 of 2*

This is a two page form. Please complete all sections. Please keep one copy for your records.

Thank you for wanting to photograph or film at Tyler Arboretum. We welcome your interest and we will do as much as possible to accommodate your needs on the days and at the times being requested. Please understand that Tyler is a working arboretum, and that at certain times of the year, access to specific areas may be restricted for essential and seasonal land management purposes. For safety reasons we will only allow strictly limited access to areas where active tree or land management work is in progress. **Please note that Tyler Arboretum's 650 acres is a no smoking area.**

All requests for photography and filming are based on a first come, first served basis. Any preferred dates and times for the session being reserved will depend on the Tyler's receipt of this form and payment of the appropriate fee payment.

*If completing this form by hand, please print legibly.*

## Contact details

Photographer's/film maker's name

Photographer's/film maker's company name

\_\_\_\_\_

Name of contact person if different from above \_\_\_\_\_

## Photographer's/film maker's mailing address

Street \_\_\_\_\_ Apt/unit/suite # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP CODE \_\_\_\_\_

Phone # \_\_\_\_\_ Cell phone # \_\_\_\_\_

E-mail \_\_\_\_\_

## Photography/filming details

Preferred dates/times of session (MM/DD/YYYY) \_\_\_\_/\_\_\_\_/\_\_\_\_ From \_\_\_\_\_ am/pm to \_\_\_\_\_ am/pm

How many people will be in the photography/film crew \_\_\_\_\_ How many people will be photographed/filmed \_\_\_\_\_

Requested location/s \_\_\_\_\_

\_\_\_\_\_

THIS COMMERCIAL PHOTOGRAPHY PERMIT ("Permit"), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Tyler Arboretum ("Tyler") and \_\_\_\_\_, [an individual residing/ a corporation with its principal place of business] at \_\_\_\_\_

Either party may be referred to as a "Party" and both parties may be referred to as "Parties."

The photographs, film, video being shot will be used as follows

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

***Please read the terms and conditions on the next page and sign and date accordingly at the bottom of page 2.***

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For clarity, the terms photographer/film maker also include videographer

1. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Tyler grants permission to the photographer/film maker to photograph/film, at the time and location outlined herein. Permission is granted on the condition that these photographs or film/video 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/film/video resulting from this agreement.**
2. As part of the consideration for the rights given by Tyler in the preceding paragraph, the undersigned hereby states and agrees: Permission to photograph/film/video Tyler grounds and collections as indicated herein is granted only for the usage indicated, and photographer/film maker agrees to apply for further permission for any other use.
3. Photographer/film maker hereby agrees to remit to Tyler the sum of \$ \_\_\_\_\_ as payment for the rights granted herein on or before \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.
4. Photographer/film maker 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 herein and submitted by photographer/film maker r on \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_. Photographer/film maker further understands and agrees that additional fees may be assessed based on the demands placed on or damage done to Tyler Arboretum’s property.
5. Photographer/film maker agrees to leave Tyler’s property in the same condition as it was prior to photographer/film maker’s use hereunder. If requested by the photographer/film maker, Tyler agrees, at the conclusion of the Photographer/film maker’s use hereunder, to jointly inspect the Tyler property used.
6. Photographer/film maker agrees to be responsible for any damage to Tyler’s indoor facilities or outdoor premises caused by the Photographer/film maker’s crew or user group, as applicable.
7. Photographer/film maker agrees to provide a credit line acknowledging that the images photographed under this agreement were taken at Tyler Arboretum on any reproduction of the photographs, film, video in photographic or digital media, resulting from the agreement of this contract.
8. Photographer/film maker will use his/her/their own equipment, which shall be set up in a manner that does not create safety hazards or damage to Tyler Arboretum’s property, grounds, collections, gardens, paths, trails, meadows, trees, shrubs, plants, flowers, or wildlife.
9. Photographer/film maker 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.
10. Photographer/film maker acknowledges that he/she is an independent contractor and not an employee of Tyler Arboretum and is not entitled to claim any rights, privileges, or benefits of an employee of Tyler Arboretum. 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.
11. Photographer/film maker understands and agrees that nothing herein shall be construed as creating any type of revenue sharing agreement between the Parties.
12. Photographer/film maker 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/film maker is fully aware of the risks and hazards associated with photographing/filming on location at Tyler Arboretum.
13. Photographer/film maker warrants and represents that he/she has the authority to enter into this binding agreement on behalf of the Photographer/film maker’s company and has read the above release prior to its execution, and is fully familiar with the contents thereof. This release shall be binding upon the Photographer/film maker, as well as their legal representatives, successors, assigns, and heirs.
14. I have read, understand, and accept the terms in items 1 through 13 above.

**For and on behalf of Tyler Arboretum**

**For and on behalf of photographer/film maker**

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ Day \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_ Day \_\_\_\_\_, 20 \_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

.....  
**For office use only** Date \_\_\_/\_\_\_/\_\_\_/ Received by \_\_\_\_\_ Location approved \_\_\_\_\_

Date of shoot approved \_\_\_/\_\_\_/\_\_\_/ Payment \$\_\_\_\_\_ Payment received \_\_\_/\_\_\_/\_\_\_/