



## 2018 Photography Policies and Fee Schedule

Individuals are welcomed to photograph at Lavender by the Bay with their personal cameras. Commercial/professional photography/filming/videotaping is also encouraged, and is subject to the following policies and fee schedule. Any professional photographer or any other professional visual artist intending to use his/her representation of Lavender by the Bay for commercial purposes must submit a request to the farm at least two weeks prior to the intended use of the farm. This policy is enforced for the preservation of the collection and the safety of the visitor.

### **SCOPE**

#### **Non-Commercial Photography**

Portrait shoots, such as wedding and family photography are permitted during the Farm's general operating hours. Arrangements must be made at least one week in advance by calling 631-477-1019. All members of the party, including the photographer and any assistants, must pay photography fees. Photography fees must be paid despite the amount of time spent in the fields.

Amateur photographers and visual artists may not use their representations of the Farm for any public purpose unless approved by the Farm. Any questions about the definition of "public purpose" should be directed to the Farm.

Non-profit agencies, civic groups, and other groups as determined may be exempt from paying fees. However, these groups are still obligated to apply for approval. A formal request to waive fees on organizational letterhead is required two weeks prior to any photo session. Photo credit identifying Lavender by the Bay will be required.

#### **Commercial Photography:**

Commercial use includes, but is not limited to: Advertising Agencies, Public Relations Firms, Marketing Groups, Corporate Communications Offices, Commercial Photographers and other professional groups shooting photography for use in display advertising, television and electronic commercials, feature films, brochures, product literature, annual reports, collateral publications, training videos, other industrial/promotions/advertising projects. Lavender by the Bay reserves the right to allow filming/videotaping on a case-by-case basis and under such terms and conditions as determined at the sole discretion of the Farm Director or designee.

### **INSURANCE AND INDEMNIFICATION**

The Photographer shall provide a Certificate of Insurance at least five working days before the scheduled photo shoot. The Certificate shall name Lavender by the Bay as an "Additional Insured" for the duration of use of the farms facilities, and shall include broad form property damage and personal injury coverage with a combined single limit of not less than \$500,000 per occurrence. Such insurance shall be primary to and not contributing with, any other insurance maintained

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by the Farm. In addition, students photographing in the Farm for school projects must provide current proof of enrollment.

Photographer agrees to indemnify, defend and hold harmless Lavender by the Bay, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for Client damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from, or in connection with, the photo shoot or services performed on behalf of Photographer or any person pursuant to this Agreement. Photographer further agrees to hold Lavender by the Bay harmless from any workers' compensation suits, liability, or expense arising from or in connection with the photo shoot or services performed on behalf of Photographer or any person pursuant to this Agreement.

Lavender by the Bay is not responsible for lost, mislaid or stolen property. The Photographer must agree in writing to these Policies at least five working days prior to the date of the intended photo shoot. High use areas as determined by the Farm will be available for photo sessions only if such use does not interfere with normal public access and Farm safety rules. Upon receipt of a signed Agreement, together with proof of insurance and student status if applicable as required herein, photo access will be granted. Upon arrival at the Farm, the Photographer must check in.

Violation of the terms of this Agreement may result in cancellation of the Photo access, in which case fees will not be refunded. Particularly egregious violations may result in the denial of future photography privileges.

### **CANCELLATION**

In the event of rain, the Photographer may choose to reschedule or cancel the shoot. In the event of cancellation due to weather, all fees will be refunded.

In its sole discretion, Lavender by the bay reserves the right to cancel any photo-shoot reservation in case of emergency or farm operational situation, as determined by the farm. In such case, all fees will be refunded.

### **RESTRICTIONS**

The Farm is available for photo's Monday – Friday during normal operation hours and weekends for an additional fee 9 a.m. to 5 p.m. Appointments may be limited on holidays and holiday weekends.

The Farm closes promptly at 5:00 p.m. each day. All participants must exit the Farm by 5:00 p.m. Arrangements can be made for a session to begin before opening hours or take place after the Farm closes. Any special arrangements must be made and approved two weeks in advance with the Farm. Any requests outside our regular business hours will be subjected to additional staffing fees if approved.

Lavender by the Bay reserves the right to refuse permission to any photographer or visual artist.

### **GENERAL FARM POLICIES**

- Courtesy to Farm visitors must be observed by all photographers and other artists at all times.
- Obstruction of Farm is strictly prohibited. No photographer, artist or equipment will be allowed in plant beds at any time.
- Requests for still photography, film or videotaping must state the location within the Farm for the proposed session, the number of people expected, and the anticipated time of the session.
- Vehicles are not allowed beyond the Farm's parking lot.

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- The Farm must approve any props intended for use in the photo shoot.
- The Farm will not accept deliveries or be responsible for any personal property belonging to Photographer or Photographer's client(s). If equipment delivery, set-up, tear-down, or pickup is/are necessary for the photo shoot, the desired area must be rented under provisions of the Farm's private event policies.
- The Farm reserves the right to monitor part or all of a photo shoot to ensure compliance with these policies.
- Dressing rooms are not available at the Farm. Photography client(s) must make other arrangements prior to the photo shoot. Please be considerate of public use of restrooms and keep them available for other Farm visitors.
- All aspects of a photo shoot must occur on areas intended for foot traffic. No person may walk, pose, or set up photography equipment except on such areas unless pre-approved by the Farm and accompanied by Farm staff. Unsupervised climbing of trees and walking into shrubbery or plant communities is forbidden. It is the sole discretion of the Farm to approve or deny special access to Farm areas other than designated pathways. No plant may be removed or permanently modified in any manner under any circumstances.
- No decorations, temporary fixtures or other objects may be affixed to plants, trees, woodwork, buildings or any architectural feature unless.
- Balloons may not be released in the Farm.
- Smoking is not allowed in the Farm under any circumstances.
- Recreational consumption of alcohol associated with the photo-shoot is prohibited.
- Fireworks of any kind or any open flame devices are prohibited. Candles must be in nonflammable, semi-closed containers, and be hand-held or placed upon a nonflammable surface.
- Nude photography or its near equivalent is prohibited.
- Excessive noise or other objectionable behavior that hinders other visitors' enjoyment of the Farm is prohibited.

**FEES:**

Monday-Thursday the site fee is \$150 for 1.5 hours and \$100 for each additional hour. Friday-Sunday and on national holidays the fee is \$200 for 1.5 hours and \$125 for each additional hour. Fee is for 1-10 people including photographer and any assistants; additional fees for larger parties may apply.

- A photo shoot may be scheduled to occur on multiple days, successive or otherwise. In this case, Photographer need not complete a separate Agreement for each day. The applicable fee shall be 80% of the base fee unless otherwise assessed by the Farm.

**'Location Fees' applicable to professional filming/videotaping for commercial use subject to negotiation and approval by the Farm.**

**DISCRETIONARY CLAUSE**

Client Initials and Date: \_\_\_\_\_

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Photographer/Client Contact info:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Date/time of scheduled photo-shoot: \_\_\_\_\_

Insurance and Indemnification Req'd \_\_\_\_\_

Lavender by the Bay applicable fee: \$ \_\_\_\_\_

Please make check payable to Lavender By the Bay and remit to:

Please include 'photo shoot fee' on check memo line.

I, \_\_\_\_\_ (Client), have read in full and agree to abide by the Lavender by the Bay (Farm) foregoing Commercial Photography Policies and Fee Schedule. I am aware that any breach of these policies can result in the cancellation of my photo access without refund.

\_\_\_\_\_  
Photographer/Client signature

\_\_\_\_\_  
Lavender by the Bay

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Thank you and best wishes for your photo-shoot.

Addendums:

Client Initials and Date: \_\_\_\_\_

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