



1668 Four Mile Road
Washington MO 63090

PHOTOGRAPHY POLICY & AGREEMENT

2019 Photo Days: November 2 - 10

All professional photography performed at Heritage Valley Tree Farm LLC (HVTF) must have an advanced and confirmed reservation 48 hours prior to any photos being taken. By scheduling a professional session, you hereby agree to all terms and conditions listed within this policy. No photography sessions allowed outside of our Photo Days.

- **Session fee is per photographer.** Sessions may not be split between multiple days or photographers. Assistants may help, but may not conduct an independent shoot unless an additional reservation is purchased.
- **SESSION FEES (PER PHOTOGRAPHER)**

1 hour: \$100	4 hours: \$350
2 hours: \$200	5 hours: \$425
3 hours: \$275	6 hours: \$500
- Reservations must be booked in **whole hour time slots**, whether or not entire hour is needed. Access to the farm is gained at the time of your appointment. If you require time to set up before your client arrives, please have your client arrive later than your scheduled start time and include clean-up time in the amount of hours you book.
- Reservations are between 9 am - 4 pm with the **LAST ENTRY at 3pm**. Photo sessions must be complete by 4pm, photographers and clients depart by 4pm; no exceptions.
- Photography session fees must be paid directly from the photographer to Heritage Valley Tree Farm. We accept cash, check, Visa, MasterCard, and Discover.
- Cancellations made within 24 hours of booked session may be reschedule during our select Photo Days dates, if available. 48 hour advance reservation time still applies unless otherwise notified. No-shows will not be rescheduled.
- Should Heritage Valley Tree Farm need to cancel sessions due to inclement weather, emergency, etc. every possible effort will be made to reschedule sessions but cannot be guaranteed.
- All photographers and clients **MUST CHECK IN** inside the Christmas Shop prior to going to photo location. Signed Photography Policy & Agreement must be submitted prior to session. Time of arrival will be notated on the agreement. Photographer to leave driver's license on deposit. Return issued lanyard upon departure and driver's license will be returned after payment is made, based on hours at the farm. Partial hours will be rounded up to nearest hour. HVTF is not responsible for clients that cancel or arrive late.
- **Please ensure that clients have your direct contact information.** It is not easy to see amongst the trees so being able to communicate is very important. HVTF is not responsible for directing clients to your photo session location. A farm map will be provided to you for planning purposes which you are encouraged to distribute to your clients.
- Please be aware there may be multiple photographers and their clients on site during your booked session. HVTF does not reserve settings or specific areas. Please be professional and courteous.
- Vehicles are not allowed beyond the parking lot under any circumstances. All props, furniture, etc. must be carried to your location. We recommend you bring a wagon to transport props or other items. Any props used must be removed upon departure. A clean-up fee will be charged if items remain.
- Fake snow is not permitted as there is no way to remove all of it. Trees may not be handled or altered in any way. Trees/fields, landscaping, plant displays, structures, etc. are to be unaltered and treated with care. The photographer will be held responsible for replacement and/or payment for any HVTF objects or structures damaged during photography.

- Photography is permitted in exterior areas only and not permitted inside the log cabin or any structures.
- Heritage Valley Tree Farm is a fully-operating working farmstead. Stay off and away from tractors, mowers and all equipment as these are heavy machinery that can be unsafe. Use caution around moving vehicles.
- All children under the age of 13 must be closely accompanied by an adult at all times.
- Take into consideration the natural environment and weather. Boots or closed-toed shoes are highly recommended. Be aware of insects, stickers, snakes, wasps, mud, stumps, uneven ground, etc. Heed all safety advisories posted.
- Please understand some tree fields are 1/4 - 1/2 mile from the parking lot. We suggest sensible footwear worn, then change into nice shoes once at location. HVTF is not responsible for photography clients that may arrive late.
- Drone photography is not permitted.
- Well-behaved dogs are allowed, but must remain on-leash at all times. **Waste must be removed & disposed of properly.**
- **No smoking or alcoholic beverages** are allowed anywhere on the property, including the parking lot. If policy is disregarded, entire party will be asked to leave immediately.
- HVTF reserves the right to prohibit inappropriate attire on premises at any time. Sexually oriented businesses and/or photographers are prohibited.
- Photography and videos may not be used for commercial purposes without permission from Heritage Valley Tree Farm LLC.
- The photographer and all photographer's clients will hold harmless Heritage Valley Tree Farm LLC for any injuries sustained during photography sessions and farm is not responsible for injuries that may occur from poses or requests by photographer during sessions.

I, _____, agree, on behalf of myself, my employees and my client(s), to not hold Heritage Valley Tree Farm LLC (the farm) responsible for any injuries and/or damages suffered by me, my employees and/or agent(s) while on the premises of the farm. I agree to indemnify, save and hold harmless the farm, its owners, agents, and employees from any and all loss, liability, damage or costs whatsoever, arising out of or related to any loss, damage or injury (including death) to me, my employees or agents arising out of or any way connected with participation in the activities and/or on the premises of the farm for any reason or cause. This indemnity will arise upon any action or suit or claim for loss, damages and costs whatsoever arising out of, or in any way connected with, my client's participation in activities or presence upon the premises of the farm. The cost here indemnified include, but are not limited to, all costs, expenses and fees arising out of and connected with the farm's defense against any claim released, discharged, and upon which promise has been made not to sue or make a claim.

I have read this document and agree to all of its terms, guidelines, fees and policies regarding photography sessions. I understand it becomes a legally binding contract upon execution by the farm and that it waives certain legal rights of mine, my employees and of my client(s) including but not limited to a release, discharge, indemnification, promise not to sue, and hold harmless from all claims that can be made against the farm and its owners, agents, contractors, and employees. It is the intent of this agreement that it shall be binding upon myself, my employees, my client(s) and anyone attempting to act on behalf of my employees, client(s) and our estates successors and assigns.

Printed name of photographer:

_____ date _____

Signature of photographer:

_____ date _____