



PHOTOGRAPHY POLICY & AGREEMENT

2022 Photo Days: October 28 - November 11

Professional photography must have a confirmed reservation 48 hours prior to photo session. The Photographer agrees to, and will be responsible for ensuring that their clients are aware of and follow, all terms listed within this policy.

RESERVATIONS AND FEES (PER PHOTOGRAPHER)

- Reservations are 9 am - 4 pm. Photographers and clients must depart by 4pm; no exceptions.
- Sessions may not be split between multiple days or photographers. Assistants may help, but not conduct a shoot unless an additional reservation is purchased.
1 hour: \$100 3 hours: \$275 5 hours: \$375
2 hours: \$200 4 hours: \$325 6-7 hours: \$400
- Reservations are booked in **whole hour increments**. Access to the Farm is gained at time of your reservation. If you require set up time before your client arrives, please have your client arrive later than your scheduled start time. Include any clean-up time in your reservation.

CANCELLATIONS

- Cancellations within 24 hours of reservation may be rescheduled during our Photo Days days, if available. No-shows will not be rescheduled.
- Should Heritage Valley Tree Farm need to cancel sessions due to inclement weather, emergency, etc., every effort will be made to reschedule but cannot be guaranteed.

UPON ARRIVAL

- Vehicles are not allowed beyond the parking lot. Props must be carried to locale and removed upon departure.
- Photographers **MUST CHECK IN** at the Christmas Shop and provide a **signed Photography Policy & Agreement prior to session**. Photographer leaves driver's license on deposit; it will be returned after payment is made, based on hours at the farm. HVTF is not responsible for clients that cancel or arrive late.
- **Provide your clients with your contact information.** HVTF is not responsible for directing clients to session locale. A farm map will be provided to share with clients.

- There may be multiple photographers/clients on site. HVTF does not reserve settings or specific areas. Please be professional and courteous.

FARM RULES

- Fake snow is not permitted and trees may not be altered in any way. Trees/fields, landscaping, structures, etc. are to be treated with care and left in the condition you found them. Photographer will be responsible for damages that occur during photography.
- Photography is prohibited inside all structures.
- Heritage Valley Tree Farm is a fully-operating working farmstead and natural environment. Stay off and away from tractors, mowers and all equipment. Use caution around moving vehicles. Be aware of uneven ground, insects, stickers, snakes, mud, stumps, etc.
- Children must be accompanied by an adult at all times.
- Some tree fields are 1/4 - 1/2 mile from the parking lot. We suggest sensible footwear, then change at locale.
- Well-behaved dogs are allowed but must remain on-leash at all times. **Waste must be disposed of properly.**
- **No smoking and/or alcoholic beverages** are allowed on the property, including the parking lot. If disregarded, entire party will be required to leave immediately.
- HVTF reserves the right to prohibit inappropriate attire at any time. Sexually oriented photography is prohibited.
- Photography/video may not be used for commercial use without permission from Heritage Valley Tree Farm LLC.
- Drone photography is not permitted.



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(per Photographer/day)

- 1 hour: \$100
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- 4 hours: \$325
- 5 hours: \$375
- 6-7 hours: \$400

Requested date(s):

Requested time:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

I, _____, agree, on behalf of myself, my employees and my client(s), to not hold Heritage Valley Tree Farm LLC (hereinafter "the Farm") responsible for any injuries and/or damages suffered by me, my employees and/or agent(s), and/or my clients while on the premises of the Farm.

I acknowledge and accept that there are certain risks, both known and unknown, that could result from participating in the photography session. 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, and/or my clients 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 is a legally binding contract 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.

In signing this Photography Policy and Agreement, I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Photographer printed name

Signature

Date

Photographer Information:

Name: _____

Business Name: _____

Address: _____

Phone: _____

Email: _____