



## PHOTOGRAPHY POLICY & AGREEMENT

Professional photography sessions require a non-refundable reservation fee and this completed agreement prior to photo session. The Photographer agrees to, and is held responsible for, ensuring their clients follow all terms listed within this policy.

### RESERVATIONS AND FEES (PER PHOTOGRAPHER)

- A non-refundable reservation fee is \$80/hour or \$400/day (5+ hours). Reservations are made in whole-hour time increments, whether or not the entire hour is needed; 9am - 5pm.
- Sessions may not be split between multiple days or photographers. Assistants may help, but not conduct a shoot unless an additional reservation is scheduled.
- Please plan for set-up and clean-up time. Photographer may arrive up to 15 minutes before reserved time frame for check-in and set-up.
- Photographers and clients must depart from farm property no more than 15 minutes after reserved time. Photographers still on premises 15 minutes past reserved time slot will be charged \$20 for every additional 15 minutes on farm property. HVTF is not responsible for clients that cancel or arrive late.
- There may be multiple photographers/clients on site. HVTF does not reserve settings or specific areas. With multiple acres of Christmas trees there is ample space for all. Please be professional and courteous.
- Inappropriate attire or sexually oriented photography is prohibited.

### CANCELLATIONS

- There are no refunds after booking your session. If you need to reschedule you can do so no less than 2 days in advance of your originally scheduled time. A reschedule retains your payment. There are **no refunds for cancellations or no-shows.**
- Should a significant weather event occur, every effort will be made to reschedule, but cannot be guaranteed.
- No-shows will not be rescheduled.

### UPON ARRIVAL

- Vehicles are not allowed beyond the parking lot. Consider footwear and transportation of any equipment/props. Tree fields are 1/4 - 1/2 mile from the parking lot.
- Photographers/clients **MUST CHECK IN** at the Christmas Shop. A signed Photography Policy & Agreement and signed Client Waiver are required prior to photo session.
- **Provide your clients with your contact information.** HVTF is not responsible for directing clients to session locale. A farm map will be provided when you check-in.

### 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 farm. Stay off and away from tractors, mowers and all equipment. Consider weather and the natural environment as you and your clients prepare. Be aware of mud, uneven ground, stumps, stickers, snakes, insects, etc.
- Children must be accompanied by an adult at all times.
- Well-behaved dogs are allowed but must remain on-leash at all times. **Waste must be picked up and disposed of properly.**
- **No smoking and/or alcoholic beverages** are allowed on the property, including the parking lot.
- Photography/video may not be used for commercial use without permission from Heritage Valley Tree Farm LLC.
- Drone photography is not permitted.

Those not following this policy may be asked to put away their equipment or leave the farm.



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This agreement and non-refundable reservation fee is required prior to photo session. The Photographer agrees to, and is held responsible for, ensuring their clients follow all terms listed within this policy.

Complete and return to [PhotosHVTF@gmail.com](mailto:PhotosHVTF@gmail.com) to secure your requested reservation.

photographer full name: \_\_\_\_\_

business name: \_\_\_\_\_

address: \_\_\_\_\_

\_\_\_\_\_

insurance information: \_\_\_\_\_

*(carrier, policy number, policy limit - If you do not have insurance, put "Personal Liability" as photographer assumes all liability for property damage and/or injury resulting from photo session)*

phone: \_\_\_\_\_

email: \_\_\_\_\_

social media handle (fb, IG): \_\_\_\_\_

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