

## 2021 PHOTOGRAPHY POLICIES

Egolf Christmas Trees, Inc.

- Photographers will be responsible for ensuring that their clients are aware of and follow the policies.
- Reservations: Reservations are required to ensure that someone from our farm is on premises for your photography session.
  - o When making a reservation, a photographer is reserving a time slot to be in the field.
  - o Reservations for particular field areas will not be made. Field locations are a first-come, first-served basis.
  - o Reservations will be made for a 3-hour time slot. Each 3-hour time slot requires a \$100.00 fee. You may have as many sessions during those time slots as you want to schedule.
  - o Each reservation is for each individual photographer; if a business has two photographers shooting, the business needs to pay two fees.
- Payment: Payment may be made by personal check or cash. Payments can also be made by credit card for sessions in November.
- Cancellation – If you need to cancel your photography sessions, please contact us to let us know. We will not reschedule with any group who is a no-call, no-show. If we need to cancel due to inclement weather, emergency, etc., we will make every possible effort to reschedule at a time mutually agreeable for everyone.
- Upon Arrival: Photographers should check in, either in person or through Facebook messaging, and provide an Egolf staff member with the signed Photographer Agreement prior to sessions beginning. Only one Photographer Agreement is required of a photographer each year, no matter how many sessions they hold. Please give clients your contact info so they can reach you when you are out in the field.
- Field Rules:
  - o Vehicles not allowed in the field. Props must be carried out to the field.
  - o Please instruct clients to park in the designated parking locations or as directed by our staff.
  - o Fields must be left in the same condition that you found them.
  - o Please do not handle or alter the trees in any way. Be aware that some seedlings may be only a few inches high.
  - o This is a working farm and a natural environment. Please be aware that the ground may be uneven, there may be stumps, mud, or branches on the ground. Please wear appropriate footwear.
  - o Pets are not allowed in the fields.
  - o Drone photography is not permitted.
- Photography and video may not be used for commercial purposes without permission from Egolf Christmas Trees, Inc.
- If photos are posted online on photographer's social media, we request that Egolf Christmas Tree Farm be tagged and attributed.

2021 PHOTOGRAPHER AGREEMENT

Egolf Christmas Trees, Inc.

I, \_\_\_\_\_, agree, on behalf of myself, my employees and my client(s), to not hold Egolf Christmas Trees, Inc. (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 sessions. 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 costs 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 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.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Photographer Information:

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

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

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

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

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