# **Live Oak Plantation PHOTOGRAPHY Sessions**

BRIDAL, ENGAGEMENT, ANNIVERSARY, FAMILY, SPECIAL OCCASION AND INDIVIDUAL PORTRAIT SESSIONS (Release form must be received – pp. 2-3)

Bridal portrait and engagement photo sessions are <u>complimentary</u> for all Live Oak Plantation Brides and for local high school students **from 3-5 pm on the specific afternoon of their respective school's prom**. Please contact your respective school's office to register for the pre-arranged Prom Photo Session. <u>All participating students must be registered</u>. The deadline to register is one week prior to prom. Dressing area will not be provided for Prom Photo Sessions due to the large number of students using the grounds that day. Photo sessions are not available when weddings or other special events are scheduled.

Live Oak Plantation welcomes the use of our picturesque grounds to create beautiful photographs for the special times in your life. Admission rates (below) grant access to the Lakeside Terrace with 200-year-old Live Oaks (right/southeast) of the home, the pecan orchard, Rustic Cabin Museum & restroom, Outdoor Cathedral Grounds (antique leaded glass windows hang from a Live Oak), pier, Lake Blue Heron, & the Avenue of Oaks (a wooded areas along eastern border). Photography sessions are outdoor only, and therefore there will be no access to the interior of the main home. A private dressing area is provided in the Rustic Cabin Museum located near the lake for groups of 1-10. Electricity is provided. Note: The property is 22-acres, therefore 1-3 simultaneous photo shoots may be scheduled at the same time. Please be courteous of any other photographers that may be present.

Live Oak Plantation is a private, gated property. Gates are closed & locked 24/7 which requires appointments to be scheduled in advance. Live Oak groundskeepers must be scheduled to ready grounds prior to sessions and other Live Oak personnel must be scheduled to open the property for photography sessions. Appointments are available by appointment from 9am until sunset 7 days a week or for hourly or daily rental. Please inquire about large group prices, workshops, etc. No nude/risqué photography permitted.

The rates (below) include admittance onto the property, use of grounds, Live Oak Plantation personnel, power and water, and perpetual grounds maintenance for optimal photography sessions. Admission must be paid at least one week in advance via cash, check payable to Live Oak Plantation, or PayPal account: donna.meeks1@yahoo.com. Please mail checks to Live Oak Plantation, 7874 Beulah Road, Pensacola, FL 32526. The release form must be mailed, FAXED, or emailed at booking (pp. 2-3 below).

For inclement weather, please re-schedule AT LEAST 1- day prior to appointment.

No notification shall result in forfeiture of fees due to Live Oak Personnel being scheduled to admit you.

# MONDAY - THURSDAY by Appointment Only - 9am-Sunset

\$75.00	0-2 hours: (admits up to 10 guests plus a photographer)
\$100.00	2-4 hours (admits up to 10 guests plus a photographer)
\$150.00	5 Hours (admits up to 10 guests plus a photographer)
\$10.00	Each additional guest above 10 and/or each additional hour above 5 hours

# FRIDAY, SATURDAY, and SUNDAY by Appointment Only - 9am-Sunset

\$100.00	0-2 hours (admits up to 10 guests plus a photographer)
\$150.00	2-4 hours (admits up to 10 guests plus a photographer)
\$200.00	5 Hours (admits up to 10 guests plus a photographer)
\$10.00	Each additional guest above 10 and/or each additional hour above 5 hours

To schedule your portrait session or check availability, please contact Donna Meeks: 850-449-2100 donna@liveoakplantation.com

PAYMENTS (please include name and session date with all payments):

CHECKS: payable to Live Oak Plantation 7874 Beulah Road, Pensacola, FL 32526

PAYPAL: payable to Donna.Meeks1@yahoo.com



#### 7874 BEULAH ROAD PENSACOLA, FLORIDA 32526

DONNA MEEKS: 850-449-2100 JOE MEEKS: 850-572-2694 <u>donna@LiveOakPlantation.com</u> FAX:850-696-1035

#### VISITOR AGREEMENT

#### RECITALS

WHEREAS, the Visitor desires to enter the premises located at 7874 Beulah Road, Pensacola, Florida 32526 (the "Premises") on \_\_\_/\_\_\_/20\_\_\_\_ between 6 am and 11 pm ("Visitation Period/Date"); and

WHEREAS, L.O.P. will permit Visitor to enter the Premises during the Visitation Period in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual agreement among the parties hereto, it is agreed as follows:

#### TERMS OF AGREEMENT

### I. COMPLIANCE WITH TERMS AND CONDITIONS OF USE

Visitor agrees that she/he fully understands and shall comply with the terms of this Agreement and the General Terms and Conditions of Use attached hereto and incorporated herein as Attachment 1. Visitor may be permitted to bring additional persons ("Invitees") onto the Premises during the Visitation Period; provided, however, (a) such Invitees are listed on the signature page of this Agreement and approved in advance by L.O.P.; and (b) Visitor shall remain fully liable for the acts and omissions of such Invitees as if those acts and omissions had been committed by the Visitor.

#### II. VISITOR FEE

Visitor agrees to pay L.O.P. a non-refundable "Visitor Fee". The Visitor Fee covers the use of the Premises during the Visitation Period.

#### III. INDEMNITY AND HOLD HARMLESS

To the fullest extent permitted by law, the Visitor agrees to indemnify and hold harmless L.O.P. from and against any and all claims, actions, suits, demands, penalties, judgments, damages, liabilities, fines, personal injuries (including death), costs and expenses (including reasonable attorney fees) or other damages (collectively "Claims") of all types whatsoever, that are asserted to have arisen from or related to Visitor and/or any Invitee's use of the Premises and any other activities to be performed under this Agreement. For clarification purposes, the Visitor shall be solely liable for: (a) access to and/or use of the Premises by Visitor and Invitees; and (b) Visitor and/or Invitees' use of any equipment while on the Premises, including but not limited to use of ladders, golf carts, scissor lifts, manlifts, vehicles or other equipment, and whether provided by L.O.P. or brought onto Premises by Visitor or an Invitee. The indemnity obligations under this Section III will not be construed to negate, abridge, or otherwise reduce any other obligation of indemnity or liability that would apply to Visitor under applicable law. Under no circumstances will L.O.P. be liable for any consequential, incidental, indirect or punitive damages of any type whatsoever arising from or related to this Agreement.

### IV. MISCELLANEOUS

This Contract shall be governed by the Laws of the State of Florida applicable to agreements made and fully performed in Florida, without regard to its conflicts of law rules. This Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. Visitor shall have no right to assign this Agreement, or any of the rights or obligations hereunder, without the prior written consent of L.O.P.. Any assignment in violation of this Agreement will be void. Any provisions of this Agreement that by their nature extend beyond termination will remain in effect in accordance with their terms. Without limitation, the indemnity provisions of this Agreement will survive any termination.

### V. FLORIDA AGRITOURISM WARNING

Live Oak Plantation is a Florida agritourism operator performing under Florida law 570.85-89. An agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this agritourism activity for the provision of professional services, instruction, or the rental of equipment to a participant, regardless of whether the contract involves agritourism activities on or off the location or at the site of the agritourism activity which allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy activities, including but not limited to farming, ranching, historical, cultural, civic, ceremonial, training and exhibition, or harvest-your-own activities and attractions. An activity is an agritourism activity regardless of whether the participant paid to participate in the activity.

# VI. TERM AND TERMINATION

The term of this Agreement shall begin on the Effective Date and continue through the Visitation Date. In the event Visitor materially breaches any term of this Agreement, L.O.P. may immediately terminate this Agreement and remove Visitor and Invitees from the Premises. L.O.P. shall be under no obligation to reimburse Visitor for any monies paid hereunder.

#### VII. ENTIRE AGREEMENT

This Agreement and its exhibits constitutes the entire Agreement among the parties with respect to this matter and supersedes any and all prior or contemporaneous agreements, understandings or arrangements, whether oral or written, that may have been previously executed. Signatures, digital or written, to this Agreement transmitted by facsimile, by email in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as physical delivery of the paper document bearing original wet ink signatures.

### **General Terms and Conditions of Use**

Visitor agrees that she/he has read the following General Terms and Conditions of Use. Visitor agrees that Visitor and any Invitees shall abide by the General Terms and Conditions of Use applicable to her/him/them while on the Premises:

- Unless special permission has been granted, no pets other than service animals on leashes are allowed in/on Premises at any time
- No tacks, staples, or tape of any kind may be affixed to walls, furniture, or floors.
- All activities on the Premises are to be conducted in a manner so as not to unreasonably disturb the neighbors or to be a breach of the peace
- The grounds and home must be kept free from all loose debris.
- All furniture, etc. is to be replaced back into its original position.
- All spills on any furniture must be cleaned and water spots removed.
- Nothing must be destroyed, defaced, or damaged in/around the Premises, including furniture, fixtures, or equipment.
- No items belonging to L.O.P. shall be removed from the premises.
- Missing, damaged, or broken items belonging to L.O.P. shall result in assessed replacement cost charge to Visitor
- No food or drinks in bedrooms or on furniture without coaster is permitted.
- There shall be no smoking within 200 feet of any structure.
- No smoking inside any structure.
- Smoking is permitted only in designated outdoor smoking area.
- All children must be supervised at all times
- No children allowed in cabin museum without an adult
- No Visitors or Invitees are Permitted inside Home, Barn, or Pool Area unless accompanied by member of L.O.P. staff
- L.O.P. not responsible for missing, lost, &/or damaged items belonging to Visitor or Invitees
- There shall be no admittance into roped-off areas of the home or grounds (security cameras monitored 24/7)
- There may be several groups scheduled simultaneously

## [SIGNATURE PAGE]

Upon review & acceptance of the Agreement, please sign below & return this document.

Visitor:				
Visitor Signat	ure			
Visitor Name	(print)			
Date:			Session Date:	
Phone Numbe	r:	Email Address:		
Invitee(s):				
Invitee #1	Name (print)			
Invitee #2	Name (print)			
Invitee #3	Name (print)			
Invitee #4	Name (print)			
Invitee #5	Name (print)			
Invitee #6	Name (print)			
Invitee #7	Name (print)			
Invitee #8	Name (print)			
Invitee #9	Name (print)			
Invitee #10	Name (print)			