SHADES OF LAVENDER FARM, LLC

Professional Photography Property Use Agreement

This Agreement between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Photographer) and Shades of Lavender Farm, LLC (Owner), is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019.

WHEREAS, designated areas of the real property owned by Shades of Lavender Farm, LLC, located at 47222 24th St, Mattawan, MI 49071 is available as a site for amateur and professional photography and for limited commercial photography on an appointment only basis;

WHEREAS, Photographer wishes to utilize the property of Owner for purposes of photography;

WHEREAS, Owner requires compliance of certain criteria in consideration for Owner granting permission to enter Owner’s property for the protection of all visitors to the property and to contribute to the ongoing maintenance and preservation of the site.

WHEREFORE, the parties agree:

1. Photographer must pay a fee of $\_\_\_\_\_\_\_\_ prior to taking photographs on the property. Professional photographers pay $50 for a two-hour time period or $250 for the year for individual and small group photo shoots. This site fee is paid via Shades of Lavender Farm, LLC at Owner’s shop prior to photography sessions. In addition, the Photographer is required to complete and sign a Professional Photography Liability Wavier. Once the waiver and the payment is received by Shades of Lavender Farm, LLC, the Photographer will receive an email or receipt confirming permission to shoot photos, this confirmation must be presented on the day of the photo shoot. Photography permit payment is nonrefundable. Owners are willing to reschedule photography shoots due to inclement weather. This fee includes photography in the 5 acres of white pines behind Shades of Lavender Farm, LLC building, the lavender fields and the wild flower fields surrounding our lavender fields.
2. No more than \_\_\_\_\_ people (excluding the photographer) may attend the photography session. Shades of Lavender Farm, LLC reserves the right to book 2-3 photographers within the same time slot. There will be no more then 3 photographers booked at once. Be courteous of other photographers.
3. The User is not entitled to exclusive use of the property. “Off limits” areas include, but are not limited to, grassy area around residence, 10’ circumference around pool, the residence, fenced areas, areas marked with “No Trespassing” signs, farm equipment, 10’ circumference around bee hives, in trees and other perilous settings. No one may take photographs in these areas. Whenever possible the Owner will allow access to the shop for clothing changes and use of bathroom facilities. Be aware that this may not always be the case and plan accordingly. There is a gas station within 1 mile of the property, if needed.
4. Each session on the property is limited to \_\_\_\_\_\_\_\_\_\_\_\_\_ hour(s) beginning at the scheduled appointment time agreed to by Owner. Professional photographers will only be allowed to shoot when Owners are closed to the public. This allows professional photographers the autonomy to move around the property without distraction from the public. The hours that professional photographers will be allowed to shoot are as follows:

Monday, Tuesday, Thursday, Friday and Saturday before 10am and after 5pm

Wednesday before 10am and after 6pm

Sunday before 11am and after 4pm

1. Considerations of public safety and the protection of the natural environment at property are paramount to any of the activities.
2. Conduct that disturbs the quiet use and enjoyment of the property by its Owner, adjacent property owners, or its enjoyment by others is prohibited.
3. Photographer shall remove all litter generated from its use.

1. Smoking is strictly prohibited on the property, as is the use of any incendiary device or fireworks of any kind.
2. Alcohol is not permitted on the property at any time.
3. Cutting or removing any plant materials or other vegetation is prohibited.
4. Photographer is responsible for all actions and activities of their party (photographer, client and guests). Photographer agrees to assume all liability for any property or personal damage resulting from their use of the property. Photographer shall hold Shades of Lavender Farm, LLC, its owners, managers and members harmless for any loss, injury, damage or expense arising out of his/her use of the property.
5. Photographer indemnifies and keeps indemnified Owner from and against any actions, suits, claims demands, costs, charges, damages and expenses with respect to any loss, damage, accident or injury of whatsoever nature or kind whether to the property or Owner, its agents, employees, invitees or contractors.
6. All still photographs or digital videos will be the absolute property of Photographer; however, Owner is entitled to be provided with a copy of the images or video upon request.
7. It is agreed by all parties that the still photographs or digital videos may not be used for commercial purposes without Owner first providing written permission. Additional fees may be payable to Owner prior to granting said permission.
8. In regards to props, only very small handheld props are allowed. A small portable wagon is allowed on site. Photographer is not allowed to set up any props as a station. Only small moveable items are allowed as photography props. No confetti or glitter is allowed. At this point the Owner is prohibiting the use of large stationary objects as props. Call Owner for more information on these items. Owner reserves the right to use photographs taken on Owner’s property for commercial purposes.
9. Professional photographers and videographers for catalogs, magazines, commercials, shows and other wide distribution pay a site fee. The fee varies based on the needs for the shoot. The Owner handles setting the fees and specific details for the shoot. In addition, professional photographers and videographers and all crew, actors, and others involved with the shoot are required to complete and sign a Professional Photography Liability Wavier. There shall be no unauthorized use of the Shades of Lavender Farm, LLC name or trademark and no expressed or implied endorsement of any product or service. Promotion of Shades of Lavender Farm, LLC on social media sites is permitted and encouraged.
10. The use of drones is strictly prohibited.

Thank you for choosing Shades of Lavender Farm LLC as your photography destination! Enjoy!

PHOTOGRAPHER

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019

 /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019

 /s/\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Shades of Lavender Farm, LLC

 By: Janene Rawlinson

 Its: Managing Member