

Conner Prairie Sunflower Field Professional Photography Contract

Entered into on **DATE**.

Reservation is on **DATE**.

Parties:

Known as "Provider"

Conner Prairie

pasquinelli@connerprairie.org

13400 Allisonville Rd, Fishers IN 46038

And

Known as "Client"

CLIENT FULL NAME

CLIENT EMAIL

CLIENT ADDRESS

CLIENT PHONE NUMBER

Collectively, all of the above people or businesses entering this agreement will be referred to as the "Parties."

Purpose of the Agreement

Client wishes to utilize the Conner Prairie Sunflower Field, facilitated by Provider, to conduct a photography session with clients. Provider has agreed to allow this session according to the terms of this agreement.

Terms

Cost, Fees, and Payment

Cost. The total cost ("Total cost") for all permissions and services is **PROPOSAL TOTAL AMOUNT** due in full by **LAST PAYMENT DUE DATE**. Client shall pay the Total Cost to Provider as follows:

TERMS OF PAYMENT

Photography Guidelines

This agreement is limited to professional photography in the immediate area of the Sunflower Field at Conner Prairie. This does not permit or allow access to other areas of the grounds or historic areas.

A pass is required for all photography and video shoots with clients, professional and amateur, that utilize professional equipment and are works for hire. The use of a tripod, monopod, lights, umbrellas, diffusers, detachable flash, multiple lenses, large photography bags, reflectors, props, etc. constitute professional equipment. Additionally, shoots that are works for hire, involve client photography, or involve the exchange of money for a service rendered require a pass.

The use of drones is not permitted on any part of the Conner Prairie grounds for the safety and security of other guests.

General admission for Client is included in Total Cost. Client's clients must purchase their own general admission.

Client is required to visibly display their pass while on Conner Prairie grounds.

Access is limited to the date listed in this agreement. Access limited to hours of operation 10:00am to 5:00pm

Client and related parties are not permitted to stray from mulch path or move, rearrange, remove or handle any plants.

No smoking. No balloons of any type. No pyrotechnics, sparklers, or fire of any kind. Shoots involving nudity are not permitted. No personal animals permitted unless service animals with documentation.

Photography must be conducted without disruption to Conner Prairie operations or limitation to the accessibility to entrances/exits, pathways, and high traffic areas.

Provider reserves the right, at its sole discretion, to withhold and/or withdraw permission to shoot on its premises. Provider and Provider's staff have the authority to approach anyone suspected of conducting a photography or video shoot and to enforce these rules. Failure to comply may result in removal from the premises.

Limit of Liability

Maximum Damages. Client agrees that the maximum amount of damages they are entitled to in any claim relating to this agreement or services provided in this agreement are not to exceed the Total Cost of Services provided by Provider.

Indemnification. Client agrees to indemnify, defend, and hold harmless Provider and its affiliates, employees, agents, and independent contractors for any injury, property damage, liability, claim, or other cause of action arising out of or related to services and/or product(s) provider provides to client.

Cancellation, Rescheduling, and No-Shows

Cancellation, Rescheduling of services, or No-Show Client. If Client desires to cancel services, reschedule services, or if it becomes impossible for Provider to render services due to the fault of the Client or parties related to Client, such as failure of the photography session to occur or failure of one or more essential parties to the photography session to show up in a timely manner, Client shall provide notice to Provider as soon as possible. Provider has no obligation to attempt to re-book further services to fill the void created by Client's cancellation, rescheduling, no-show or if it becomes impossible for Provider to provide the services due to the fault of Client (or parties related to the Client), and Provider will not be obligated to refund any monies Client has previously paid towards the Total Cost. Client is not relieved of any payment obligations for cancelled services, rescheduled services, failing to show up for the photography session, or should it become impossible for Provider to provide the services due to the fault of Client (or parties related to Client) unless the Parties otherwise agree in writing. For instance, if Provider is able to secure another, unrelated client for **PROJECT DATE**, then Provider may choose, at its sole discretion, to excuse all (or a portion of) Client's outstanding balance of the Total Cost.

Impossibility

Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this agreement, for any failure or delay in fulfilling or performing any term of this agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") control, including, but not limited to, the following force majeure events ("Force Majeure Events"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall give Notice within 7 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 20 days following Notice given by it, the other party may thereafter terminate this Agreement upon Notice.

Failure to Perform Services. In the event Provider cannot or will not perform its obligations in any or all parts of this agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this agreement; and
2. Attempt to find another competent professional to take its place with the mutual agreement of Client(s);
3. If another competent professional is not available or Client(s) do not agree to transfer of obligations to said alternative professional, Provider will issue a refund or credit based on a reasonably accurate percentage of services rendered; and
4. Excuse Client(s) of any further performance and/or payment obligations in this agreement.

Appropriate conduct/Safe Working Environment:

Non Project. Client expressly agrees to take best efforts to provide Provider and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to Provider's staff, Provider will make reasonable efforts to notify the Client. If the Client is able to respond to the threatening situation in a reasonable amount of time, Provider shall resume work in accordance with the original terms of this agreement. If the inappropriate behavior continues, the Client will agree to relieve and hold Provider harmless as a result of incomplete services under this agreement, or for a lapse in the quality of the Provider's work. The Client shall be responsible for payment in full, regardless of whether the situation is resolved or whether Provider resumes work detailed in this agreement.

Health and Safety. Client further understands that Provider complies with all health and safety laws, directives, and rules and regulations. Client expressly agrees that during the photography session Client and Client's agents shall not carry weapons or firearms, be exposed to severe illness, or request the Provider to do anything illegal or unsafe. Further, Provider will not provide services in any location or area deemed to be unsafe in its sole discretion, including, but not limited to, areas affected by communicable diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, Provider reserves the right to end service coverage immediately and/or leave the photography session. Provider shall be entitled to retain all monies paid and Client agree to relieve and hold Provider harmless as a result of incomplete event coverage, or for a lapse in the quality of the Provider's work.

General Provisions

Governing Law. The laws of Indiana govern all matters arising out of this agreement, including torts.

Severability. If any portion of this agreement is deemed to be illegal or unenforceable, the remaining provisions of this agreement remain in full force.

Notice. Parties shall provide effective notice ("Notice") to each other via either of the following methods of delivery at the date and time which the Notice is sent:

1. Email
 - a. Provider's Email: pasquinelli@connerprairie.org
 - b. Client Email: CLIENT EMAIL

Merger. This agreement constitutes the final, exclusive agreement between the parties relating to the photography session and services contained in this agreement. All earlier and contemporaneous negotiations and agreements between the parties on the matters contained in this agreement are expressly merged into and superseded by this agreement.

Amendment. Parties may amend this agreement only by the parties' written consent via proper Notice.