



PHOTOGRAPHY POLICY PROPOSAL

General

No fee or reservation is required for taking personal photographs and videos nor those taken as part of photography classes, clubs and groups. Reservations and fees will be required for professional photographers. Guidelines for each category are noted below. Photography should not interfere with the enjoyment of other guests and should not create any safety concerns. Please stay on paths or designated visitor areas to avoid damage to plants. No photographs of identifiable people may be taken nor shared with others without the written consent of each person photographed.

PERSONAL PHOTOGRAPHS AND VIDEOS

Jacksonville Arboretum & Gardens encourages visitors to take casual photographs and videos of their visit for their own personal use and to share these with others on our Facebook page and Instagram. Personal photographs and videos should not be used for commercial purposes.

Photography & Video Classes, Clubs or Groups

Photography classes, clubs and groups are welcome to take photographs but are asked to notify the Arboretum prior to scheduled meeting date and time to be sure there are no conflicts with other events that may limit such activities. Photographs and videos taken during these sessions should not be used for commercial purposes. Contact us at info@jacksonvillearboretum.org and note "photography" in the subject line.

Professional Photographers

For photographs and videos taken for commercial purposes, a reservation and fee is required. For the purposes of this policy, a professional photographer is defined as someone who is being paid to take photographs on the Arboretum property. This includes portrait photography sessions such as engagement, wedding and family groups, reunions, and corporate functions.

There are two payment options:

1. For one-time or occasional photography sessions at the Arboretum, the fees per session are:
\$ 60.00 for 2 hour session with up to 10 plus photographer

Additional hours at \$ 30.00 per hour in 1-hour increments only

Full day (9 hours) at \$ 250.00

2. Annual permit – unlimited number of sessions, maximum number per session is 10 plus photographer
\$ 500.00 per year
Must make reservations in advance

Photographers must wear badge provided by JAG when photographing or filming. The Arboretum requires the location credit Jacksonville Arboretum & Gardens, Jacksonville, FL in all commercial uses of images taken in the Arboretum. All sessions should be scheduled during the Arboretum's normal operating hours of 8–5. After hours sessions must be pre-approved by JAG and will incur additional fees. The Arboretum may deny, at its sole discretion, any request. For more information and to download reservation form, go to www.jacksonvillearboretum.org and click on Site Rentals.

For clients renting the property for a special event, such as a wedding or family reunion, there is no additional charge for the Client's professional photographer.

For commercial photography and filming with crews, please contact info@jacksonvillearboretum.org with specifics on proposed session and our rental coordinator will contact you to discuss fees and guidelines.



Photography Reservation Application

Application Date: _____

Name/Organization: _____

Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: _____ Alternate Phone: _____ E-mail: _____

Requested Photography Date: _____ Time Frame: _____ to _____

(Must be within the hours of 8 a.m. – 5 p.m. unless otherwise approved by JAG)

Type of Photography Session: _____

Number in party _____ (maximum is 10 plus photographer)

Payment Option

_____ 2-hour Session \$ 60 \$ _____

_____ Additional hours at \$ 30 per hour _____ hours @ \$ 30 \$ _____

_____ Full day (9 hours) at \$ 250 \$ _____

_____ Annual Permit at \$ 500 per year \$ _____

(Unlimited number of sessions & JAG membership at Friend level)

Total Fee: \$ _____

Return application, payment and waiver/indemnification agreement to mailing address noted below.

___ By check, make payable to Jacksonville Arboretum

___ By credit card ___ Visa ___ MasterCard

Card # _____ Exp. Date _____ CVC _____

Mailing Address: P.O. Box 350430, Jacksonville, FL 32225 www.jacksonvillearboretum.org

Physical Address: 1445 Millcoe Road, Jacksonville, FL 32225



Release and Waiver of Claims and Indemnification Agreement

Vendor's Name: _____

E-mail: _____ Phone: _____

The undersigned (Vendor) hereby agrees, to the fullest extent permitted by law, as follows:

- a) **VENDOR** shall defend, indemnify, and hold harmless the City of Jacksonville (CITY) and the Jacksonville Arboretum & Gardens, Inc. (JAG) and its officers, directors, partners, agents, members and employees (the Indemnified Parties) harmless from any and all claims liabilities, damages, costs, and expenses including attorneys' fees and costs, arising out of Vendor's use of the Arboretum or arising from any breach of this Agreement by the Vendor and in the event that any suit or action brought against the Indemnified Parties, Vendor shall, upon notice of the commencement thereof, defend the same at its sole cost and expense, and promptly satisfy any final judgement adverse to the Indemnified Parties. The Client's indemnification of Indemnified Parties shall include any loss or damage to persons or property consequent upon the use, misuse, or failure of any tools, equipment, machinery (hereby collectively referred to as "Items" used by the Vendor or any of its clients or subcontractors, even though the Items may be furnished or lent to the Vendor or any of its clients or subcontractors by Indemnified Parties or by other companies at the Site. Indemnified Parties makes no warranty, express or implied, with regard to the condition of the Items and make no warranty that the Items are fit for any particular purpose whatsoever. Client accepts the Items, site and Arboretum "AS IS". The Vendor's, or its client's and subcontractor's, acceptance or use of any Items shall be construed to mean that the Vendor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of such Items whether such injury or damage be to its own employees or property, or to the employees or property of its client or, its subcontractors, Indemnified Parties, or otherwise.
- b) **VENDOR** shall abide by, and conform with, rules and regulations of the Arboretum and comply with all applicable laws, rules and regulations of the CITY and JAG, and licenses, permits and any directives issued by any authorized official thereof.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHT, INCLUDING THE RIGHT TO SUE.

Vendor's Signature: _____

Date: _____