

Photography Waiver | Whitetails Farm

This agreement is between **Whitetails Farm**, the undersigned photographer, and their clients, regarding the rental of **Whitetails Farm** for the purpose of a professional photography session.

1. **Location:** The land contained in this agreement is described and located as follows:

Whitetails Farm
11511 Piedmont Road
Clarksburg, MD 20871

The location is presented “as is” with no warranty from Whitetails Farm as to said property’s condition or safety.

2. **Whitetails Farm** reserves the right to cancel the booking due to events beyond our control. Every effort will be made to reschedule, and if not, the session fees will be refunded. Unless weather conditions are dangerous, the session will continue. Overcast and/or rain does not constitute as dangerous weather warranting cancellation/rebooking.
3. **Permitted Uses:** The photographer is permitted all normal activities associated with professional photography on the land. Photographers may bring a reasonable number of clients. Photographers may deviate from the trail so long as they are cautious as to not cause damage to the flowers. The photographer and their clients will follow all ‘Farm Rules’ as posted on our website.
4. **Prohibited Uses:** The photographer and/or their clients shall not, unless by mutual agreement to the contrary, engage in any of the following activities at Whitetails Farm:
 - a. Destruction of property
 - b. Start photographing early or staying later than the agreed upon rental time
 - c. Photographing in areas not specified in this contract
 - d. Smoking: Cigarettes, cigars, marijuana, or any other smoking apparatus including vaping is prohibited throughout all Whitetails Farm. This includes the parking lot. Smoking is permitted within personal vehicles but must be extinguished inside the vehicle to avoid igniting a fire or littering.
 - e. Drinking/intoxication
 - f. Picking Crops: Pulling sunflower heads off stalks or stalks out of the ground is considered theft. If you would like any cut sunflowers to use as props, they can be purchased onsite.

Failure to comply may result in immediate removal and loss of session fee. Whitetails Farm reserves the right to end any photography sessions deemed to be disruptive.

5. **Other Restrictions:**
 - a. Vehicles are NOT allowed in the field under any circumstances. Vehicles must remain in designated parking areas. All props and equipment must be carried to the location of the photoshoot. Anything that cannot be carried easily should not be used.
 - b. Everything you bring onto the property must go with you upon departure, this includes garbage.
 - c. Electrical hook-ups and power supplies are not available.

d. There will be other photographers and their clients sharing the space with you. Please respect their space and privacy. There is plenty of room for everyone.

- 6. **Photo Credit for Whitetails Farm:** All photos taken during the photoshoot must be identified as being photographed at Whitetails Farm. Any photos posted to social media or websites should include a tag or link to Whitetails Farm including one or more of the following:
 - a. Website: www.whitetailsfarm.com
 - b. Facebook: www.facebook.com/whitetailsfarm
 - c. Instagram: www.instagram.com/whitetailsfarm
- 7. **Photo Credit for the Photographer:** We would be happy to give you the chance to be featured on our website or one of our social media accounts. Send us any of your social media sized photos and we will be sure to credit your name or business anytime we use it.
- 8. **Additional Terms:** The photographer and their client(s) hold harmless and indemnify Whitetails Farm, its owners, representatives, associates, employees, guests, and tenants against any suit, claim, loss, theft, accident, judgment, fine, injury, or damages to any props, equipment, or belongings. Whitetails Farm assumes no liability for personal injury that may occur on the premises. In addition, the photographer must provide Whitetails Farm with a copy of their valid liability insurance policy prior to their session.

I, the undersigned, certify that I have read, understood, and agree to the contents of this document in its entirety.

Name: _____

Phone #: _____

Company: _____

Address: _____

Email: _____

Signature

Date (DD/MM/YYYY)

Thank you for choosing Whitetails Farm as your photography site and we hope you enjoy your experience! Thank you for following our photography rules and regulations. If you have any questions, please send an email to info@whitetailsfarm.com.