

PHOTOGRAPHY RELEASE OF LIABILITY & TERMS OF USE BOOKING AGREEMENT

1. **Booking Times.** You may not arrive or invite guests to arrive before your session "Start Time" and all guests must leave by your session "End Time" (unless we otherwise agree in writing). If you arrive onsite more than 15 minutes before the agreed upon start time and/or stay more than 15 minutes past your agreed upon end time, you will incur additional charges beginning at \$20.00 per 15 minutes for the first hour and \$25.00 per 15 minutes beyond that.
2. **Venue.** The areas and spaces within the property covered by this Agreement are the exterior gardens, lawns, restrooms, the Orangery and accessways. You and your guests may not access any additional spaces without written consent, this includes but is not limited to the greenhouses, garages, stables or the interior of the mansion for any purpose. Because Ecklin Properties has a responsibility for completing, maintaining and enhancing the Conestoga House and Gardens and surrounding building and grounds for the benefit of its patrons, there may from time to time be projects undertaken that will affect certain areas of the building or grounds, and to the extent that a project might be ongoing, or incomplete, at the time of the session. In the event any such work becomes necessary due to an emergency or unforeseen condition, the Ecklin team will immediately contact you to review the situation and take every step possible to ensure the work will have the least impact on, or interference with, the planned booking.
3. **Parking.** Limited parking will be available at the Conestoga House and Gardens inside the gates along the driveway and in the stone courtyard. No more than 5 cars may be parked onsite during any portion of your session. If you will require parking for more than 5 vehicles, a request must be submitted in writing at least 72 hours prior to your booking start time.
4. **Attendance.** No more than 20 people may be in attendance to your session at any time without prior written approval.
5. **Noise.** If music is played, the volume will be subject to control by Ecklin Properties and may not exceed 75 decibels at any time.
6. **Smoking.** No smoking is permitted on the Conestoga House and Gardens property at any time. This prohibition includes (but is not limited too) cigarettes, cigars, vaping and pipes. If any guest does not adhere to this requirement they may be asked to leave the premises.
7. **Animals.** No pets or animals of any kind are permitted on property.
8. **Cleaning.** If there is an excessive mess/trash left behind you will be billed for the necessary work taken to restore the facility to its original state. Before leaving the venue at the end of the session you are obligated to remove all materials from the space and the surrounding areas. This will be done within the outlined booked hours with any exceptions needing approval by the Ecklin team. Any cost incurred by Ecklin Properties to perform the work required to restore the venue to its original state will be charged to you.
9. **Conduct of Function.** You agree that you and your guests will use and occupy your function location in a safe, appropriate and careful manner and will comply with all applicable laws and regulations, and all policies established by us. You will ensure all aspects of your session for which you or your guests are responsible will adhere to the highest of standards in all respects, such as those as to dress and decorum. All entertainment, programmed activities, scenery, costumes, attire and other aspects of your function will be subject to our prior approval in our sole discretion. You shall be responsible for the activities of your guests, and shall be liable for any and all damages caused by the guests, or other persons attending the event.
10. **Accessible Locations.** Access to any interior space not outlined in this agreement is strictly prohibited without prior written authorization, this includes but is not limited to all rooms within the main home, greenhouses, garages, stables, and storage buildings. All bodies of water on the property, both naturally occurring and manmade are off limits to all attendees and guests without written prior authorization and requires the presence of a certified lifeguard. The noncompliance with these regulations will negate Ecklin Properties liability and result in the termination of the event. Additional cleaning fees may also be assessed to the client.
11. **Security.** You will be responsible for any personal property and equipment that you bring into the venue that may be damaged, lost or stolen during your booking, and will not hold us or any of our affiliates responsible for any such loss or damage.
12. **Decorations/Signage.** No exhibits, displays, decorations, table set-ups, signs, or banners may be used for your session without our prior approval in our sole discretion and, if required, prior approval of the applicable Fire Marshal. Banners (if approved) must be hung by our personnel (a fee will be charged). Change in the appearance of the premises including, but not limited to, decorating, the hanging of ornaments and/or the erection of displays is not permitted without permission of Ecklin Properties. Absolutely no adhesives, special effects atmospheric chemicals, confetti, loose glitter, paint, chalk or surface enhancing materials may be used (for example, Spray Mount, special effects fogs, window frosts, reflecting gels or greases.) All surfaces must be fully protected.
13. **Force Majeure.** If the performance by either party of any obligation under this Agreement (other than any payment obligation) is directly delayed or prevented in whole or in part by any cause not reasonably within its control (including, without limitation, acts of God, shortage of supplies and labor disputes; but excluding, if you are booking your session hereunder for a third party, any cause within the control of that third party), it will be relieved of performance of such obligation (and the other party will be relieved of its obligation to pay for such performance) to the extent such performance is so directly delayed or prevented, without liability of any kind (and if your function cannot be held due to any such cause you will not be liable to us for any cancellation fees).
14. **Limitation of Liability.** In no event will we or any of our or their respective employees or agents be liable to you or your guests for any non-economic, incidental, indirect, special, consequential or punitive damages arising out of or relating to your function, any services to be performed by us, or this Agreement or any termination hereof, whether in contract, tort or otherwise (including, without limitation, under any indemnification provisions hereof), even if we have been advised of the possibility thereof. You agree to assume the entire responsibility and liability for, and defense of and shall pay, indemnify and hold harmless, Properties, and such other persons specified by them, as well as their employees, agents, and the officers, directors, and employees of Ecklin Properties (herein individually an "Indemnity" and collectively "Indemnities") from and against the following: Any and all claims, actions, rights of action, causes of action, manners of actions damages, liabilities, losses and expenses (including without limitation, Attorney's fees, court costs, appellate proceeding costs and the payment of any judgments, punitive and/or compensatory) made, asserted or filed against or incurred by Indemnities relating to any and all losses or damages (including, without limitation, bodily and personal injury, including death and damage to or loss of use of property) allegedly suffered by any person or persons upon the Premises covered by this Agreement or in connection with your guests, use thereof, or the activities of yourself or anyone acting directly or indirectly through or under your direction.
15. **Governing Law et. al.** This Agreement will be governed by the laws of the State of Pennsylvania without giving effect to any conflict of laws provisions thereof. Any dispute or claim arising out of or in connection with this Agreement will be submitted exclusively to the Circuit Court of Lancaster County, Pennsylvania (or if the Circuit Court does not have jurisdiction over the subject matter thereof, then to such other court sitting in such county having subject matter jurisdiction) for trial and determination by the court sitting without jury. The parties consent to the exclusive jurisdiction of such court and to service of process outside the State of Pennsylvania pursuant to the requirements of such court in any matter submitted to it, and they expressly waive the right to a jury trial.
16. **Other Provisions.** This Agreement is entered into in the State of Pennsylvania. No provision of this Agreement may be modified or waived except by a written instrument duly signed by both parties. If you fail to perform any of your obligations under this Agreement or any other agreement between you and us, we may terminate this Agreement (and as a consequence terminate all of our obligations hereunder) by giving you written notice. In such event, you will be deemed for the purposes of this Agreement to have canceled your function and you will pay us any cancellation fees provided for in this Agreement (to the same extent as if you had canceled your function). You may not assign this Agreement or any right or obligation hereunder. This Agreement may be executed in multiple counterparts and delivery of facsimile transmission or electronic mail copies of executed counterparts will be deemed valid and effective for all purposes.

This Agreement shall become effective on the date signed (the "Effective Date") and will remain in effect for all booked photography sessions held within the 2021 calendar year at the Conestoga House and Gardens, owned and operated by Ecklin Properties.

ACCEPTED AND AGREED TO BY:

Signature

Printed Name

Date

Company/Business Name