



LOCATION GUIDELINES, RELEASE WAIVER & INDEMNIFICATION AGREEMENT

- Photography sessions are booked directly through the photographer. Photographers must email hillary@abernethyspencer.com to schedule their photo session on the property.
- All photo sessions will pay an hourly fee with a one-hour minimum. Sessions scheduled during normal business hours are \$150 per hour. After-hours sessions are \$200 per hour and are seasonally limited to one hour before or one hour after business hours. Payment in full must be made by 48 hours prior to shoot date. Payment may be made by cash or credit card. Session fees will not be prorated.
- Photographers are required to carry and maintain valid general liability insurance for the duration of the session and must provide proof of insurance to *Abernethy & Spencer* 48 hours prior to the scheduled shoot. Failure to provide proof of insurance may result in cancellation of the session without refund.
- Client shall be solely responsible for the conduct and welfare of all persons in accompaniment while on premises.
- Cancellations must be made no less than 48 hours in advance of the session start date. In the event of rain or inclement weather, you may reschedule your session up to 24 hours in advance.
- Client agrees that an *Abernethy & Spencer* representative may be present at any time.
- Client and all participants must follow all applicable laws, rules, and regulations at all times. If *Abernethy & Spencer* and its representatives observe or otherwise become aware of inappropriate, illegal or negligent practices or activities, the representative reserves the right to stop the shoot and may require Client and their party to leave immediately. In such cases no refund will be given. However, *Abernethy & Spencer* and its representatives assume no responsibility to act in such cases.
- *Abernethy & Spencer* reserves the right to refuse or terminate any photography or video session at its discretion, designate approved areas for shooting on the premises, and restrict any content considered inappropriate or offensive.
- Certain times and locations may be unavailable due to several factors including, but not limited to, business cycle, traffic flow, special events, seasonality, and weather.
- Photo or video of *Abernethy & Spencer's* customers or staff without their approval is prohibited.
- Shooting sessions must not interfere with regular business practices or the enjoyment of other customers, or close access to any area. No photographers /videographers or guests are allowed in employee-only areas, buildings, fields not open to the public, or on or near equipment. Restrooms are not to be used as changing rooms without permission of staff.
- No alterations to the property are allowed. Do not disturb or remove plants, containers, or merchandise to stage a photo/video without express permission of management. If you would like to have any props set up for your session in advance, please note an hourly fee (\$100/hour) applies.



- Sessions must not create any safety concerns for participants, customers or staff. Do not climb on ladders, stand on tables, benches, display pieces or ride on shopping carts.
- Client is responsible for any damage caused during the rental period.
- All items brought to the Premises are to be removed by the Client. Any items left will be assumed abandoned and may be discarded with no compensation due. *Abernethy & Spencer* and its employees are not responsible for any loss or damages that may occur.
- The location shall be used solely for purposes as agreed upon. The Renter shall not sublet or assign this agreement.
- The location shall be vacated promptly at the end of the rental period.
- Drone photography is considered commercial photography and requires a scheduled session with applicable fees.
- Any use of the *Abernethy & Spencer* logo or name is prohibited without written consent. Allowing photographers/videographers onto our property does not represent any type of business relationship between the client and *Abernethy & Spencer*.

WAIVER OF LIABILITY

Use of *Abernethy & Spencer* premises is at the Client's own risk. The Client and subject(s) hereby agree that *Abernethy & Spencer* will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to people or possessions while on the Premises. The Client and subject(s) hold harmless and indemnify *Abernethy & Spencer* and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit, claim, loss, accident, judgment, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of use for such causes arising during the term of use.

COMMERCIAL/SPECIAL USE

Anyone taking photography/videography for advertising, mass media purposes, commercial purposes, documentary purposes, or any non-personal use must obtain separate written permission from *Abernethy & Spencer* ownership. Failure to receive written permission will constitute trespassing.

- This agreement constitutes the entire understanding.
- Amendments must be in writing and signed by both parties.
- A signed copy of this “**Location Guidelines, Release Waiver & Indemnification Agreement**” must be returned no later than 48 hours before the scheduled session.



I have read, understood and agreed to abide by all guidelines set forth in the Abernethy & Spencer **“Location Guidelines, Release Waiver & Indemnification Agreement”**. I understand that failure to comply with the policy could result in our being asked to leave the premises and forfeiture of fees and any photo or film assets taken during the session. The following signatures constitute a legal and binding agreement to abide by the guidelines and terms as stated above.

This Location Guidelines, Release Waiver & Indemnification ("Agreement") is made and entered into on ____ / ____ / ____, by and between:

Abernethy & Spencer

Address: 18035 Lincoln Rd, Purcellville, VA, 20132 **Phone:** 540-338-9118 **Email:** info@abernethyspencer.com

and

Client Name: _____

Address: _____

Phone: _____

Email: _____

Rental Period:

Start/End Date & Time: _____

Number of participants: _____

Total Hours: _____

Total Fee: \$ _____

Signatures:

_____ Date: _____

Abernethy & Spencer Representative Signature

_____ Date: _____

Client/Renter Representative Signature

_____ Date: _____

Client/Renter Representative Signature