

Goodman's

CHRISTMAS TREE FARM

Phone: 315-729-8600

www.goodmanstrees.com

libertyacres315@gmail.com

Address:

38 Church Road

Phoenix, NY 13135

PROFESSIONAL PHOTOGRAPHY POLICY and CONTRACT

Business Name: _____

Contact Name: _____

Business Phone: _____ Cell Phone: _____

Email Address: _____

Date(s) of Session(s): _____ Arrival Time: _____

Hidden Pond Tree Farm Provides:

- 35 Acres of beautiful Christmas Tree fields
- Portable bathroom available
- Ample parking space for you and your clients.

Important Reminders:

- Please provide your clients with your contact information: cell number, etc. so they can find you. Farm staff is not responsible for directing your clients to your photoshoot location.
- Client vehicles are not allowed in the Christmas Tree Fields and trails under any circumstances.
- We recommend bringing a wagon to transport all props or other items.
- All props must be removed upon departure.
- All professional sessions must have a prior appointment.
- If Goodman's Christmas Tree Farm is open to the public, access to certain areas will be restricted.

Booking Your Photography Session:

<u>Venue Fees</u>	<u>Available Photo Dates</u>
<ul style="list-style-type: none">• \$175 Per Day for weekdays before Thanksgiving• \$250 Per Day for weekends before Thanksgiving• \$250 Per Day for weekdays after Thanksgiving	<ul style="list-style-type: none">• Weekdays & Weekends Through 11.22.23 by appointment only• No Weekend Sessions AFTER Thanksgiving Day.• Photographer Fee is due immediately upon check-in <u>BEFORE SHOOTING</u> the day of your session.

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FARM POLICIES & GUIDELINES

WHAT TO EXPECT FOR YOUR SESSION

1. **Written Consent:** This Professional Photography Policy Agreement and Contract must be completed and signed by photographers and accepted and confirmed by Goodman's Christmas Tree Farm in advance and prior to any photos taken. Photographer's COI, listing Goodman's Christmas Tree Farm as additional insured, must be received within 72 hours of booking and prior to any photos being taken.
2. **Booking Appointments:** Bookings for all photography sessions must be made in advance.
Photography Fees: Fees **MUST** be paid upon arrival and prior to beginning any booked photography sessions. Fees must be paid directly from the photographer to Goodman's Christmas Tree Farm.
3. **Farm Entry & Egress:** Please plan photography sessions accordingly to include time needed for setup & breakdown:
 - a. There is no entry to the farm before 9AM
 - b. You must leave the farm premises no later than 5PM - **no exceptions.**
4. **Parking:** All vehicles **MUST** be parked in the parking area or on the side of Church Road and may not be driven out to our fields regardless of weather conditions.
5. **Photography Locations:** Goodman's Christmas Tree Farm does not reserve settings or specific areas.
6. **Outside Vendors:** Any activity requiring an outside vendor will require prior notification and approval.
7. All Professional Santa or Holiday characters hired by either photographers or clients are prohibited while Goodman's Christmas Tree Farm is open to the general public.
8. **Photography Props:** Any and all props, clothing, furniture or other objects used for a photo shoot must be removed at the end of the session.
9. **Vintage Trucks:** You may bring vintage trucks into the field as a photo-session prop if field conditions are suitable. We are not responsible for the safety of any vehicle left overnight.
10. **Public Areas:** No public area may be closed or blocked to farm customers during regular business hours during your session.
11. **Children:** Children under 12 years of age **MUST** be accompanied by an adult at all times.
12. **Pets:** All pets must remain on a leash at all times. Pet owners are directly responsible for immediate removal and proper disposal of pet waste. Please bring your own waste bags for doggie clean-up.
13. **Disruptions:** Goodman's Christmas Tree Farm reserves the right to prohibit any business disruptions to daily operations or to regular customers due to photography sessions.
14. **Accessing Photography Locations:** Goodman's Christmas Tree Farm is a fully-operating farm. It is important to take into consideration weather and the natural environment as you and your clients prepare for your visit with us.
 - a. Photographers and clients must wear sensible shoes for the walk out, then they can change into their nice shoes. Boots or closed-toed shoes are recommended.
 - b. Please be advised that sandals, high heels, high wedges, etc., are not suitable for walking a long distance across uneven ground with high grass that can hide ant beds, stumps, and gopher holes.
 - c. Goodman's Christmas Tree Farm reserves the right to prohibit inappropriate attire on premises at all times.

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15. **Safety:** This is a working farm - please heed all safety advisories posted.
 - a. Use care and caution around moving vehicles and landscaping.
 - b. Watch for uneven ground, stumps, snakes, wasps, holes, etc.
16. **Restrooms.** We provide porta potties which are new and kept clean. Please be advised there is no running water or public restrooms on the farm.
17. **Trash & Clean Up.** Photographers and their clients are responsible for cleanup and proper disposal of any and all garbage, trash, debris, waste, food wrappers, etc. – no exceptions.
18. **Weather:** Every possible effort will be made to accommodate re-scheduling a session due to weather. Please call the farm for any date changes.
19. **Trees:** Most Christmas trees in the field are 5-9 ft. tall. There is very little shade.
20. **Please be courteous and professional to farm staff & other photographers.** There may be another photographer in the tree field. There are 35 acres of trees, so there is room for everyone.
21. **Directions** to the farm may be found on our website.
22. **Do not instruct your client to call Goodman's Christmas Tree Farm.** They are your responsibility.
23. **Contacting Us:** We receive many more phone calls than we are able to return, so the best way to reach us is by text message: (315) 729-8600.

SECURING YOUR DATES

1. Please sign and send this 4-page document and email it to: libertyacres315@gmail.com
2. Within 72 hours of booking, please email us your COI (Certificate of Insurance) listing Goodman's Christmas Tree Farm as additional Insured.

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PROFESSIONAL PHOTOGRAPHY POLICY AGREEMENT and CONTRACT

I, _____ AGREE, ON BEHALF OF MYSELF, MY EMPLOYEES, AND MY CLIENT (S), TO NOT HOLD GOODMAN'S CHRISTMAS TREE FARM (THE FARM) RESPONSIBLE FOR ANY INJURIES AND/OR DAMAGES SUFFERED BY ME, MY EMPLOYEES, AND/OR MY CLIENT (S) WHILE ON THE PREMISES OF THE FARM. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE FARM, ITS OWNERS, AGENTS, CONTRACTORS AND EMPLOYEES FROM ANY AND ALL LOSS, LIABILITY, DAMAGE OR COSTS WHATSOEVER, ARISING OUT OF OR RELATED TO ANY ON THE PREMISES OF THE FARM FOR ANY REASON OR CAUSE. THIS INDEMNITY WILL ARISE UPON ANY ACTION OR SUIT OR CLAIM FOR LOSS, DAMAGES AND COSTS WHATSOEVER ARISING OUT OF, RELATED TO ARISING OUT OF, OR IN ANY WAY CONNECTED WITH MY CLIENTS PARTICIPATION IN ACTIVITIES OR PRESENCE UPON THE PREMISES OF THE FARM. THE COST HERE INDEMNIFIED INCLUDE, BUT ARE NOT LIMITED TO, ALL COSTS, EXPENSES AND FEES ARISING OUT OF AND CONNECT WITH THE FARM'S DEFENSE AGAINST ANY CLAIM, RELEASED, DISCHARGED, AND UPON WHICH PROMISE HAS BEEN MADE NOT TO SUE OR MAKE A CLAIM.

I HAVE READ THIS DOCUMENT AND AGREE TO ALL OF ITS TERMS, GUIDELINES, FEES AND POLICIES REGARDING PHOTOGRAPHY SESSIONS. I UNDERSTAND AND IT BECOMES A LEGALLY BINDING CONTRACT UPON EXECUTION BY THE FARM AND THAT IT WAIVES CERTAIN LEGAL RIGHTS OF MINE, MY EMPLOYEES AND OF MY CLIENT (S) INCLUDING BUT NOT LIMITED TO A RELEASE DISCHARGE, INDEMNIFICATION, PROMISE NOT TO SUE, AND HOLD HARMLESS FROM ALL CLAIMS THAT CAN BE MADE AGAINST THE FARM AND ITS OWNERS, AGENTS, CONTRACTORS, AND EMPLOYEES. IT IS THE INTENT OF THIS AGREEMENT THAT IT SHALL BE BINDING UPON MYSELF, MY EMPLOYEES, MY CLIENTS (S) AND ANYONE ATTEMPTING TO ACT ON BEHALF OF MY EMPLOYEES, CLIENT (S) AND OUR ESTATES, SUCCESSORS AND ASSIGNS.

PRINTED NAME OF PHOTOGRAPHER: _____

SIGNATURE OF PHOTOGRAPHER: _____

DATE: _____

SIGNATURE OF GOODMAN'S CHRISTMAS TREE FARM:

DATE: _____