



## PROFESSIONAL PHOTOGRAPHY POLICY & CONTRACT

Business name: \_\_\_\_\_

Contact name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Date of session(s): \_\_\_\_\_ Arrival time: \_\_\_\_\_

Departure time: \_\_\_\_\_ Total number of your clients expected: \_\_\_\_\_

Special requests: \_\_\_\_\_

General description of photo shoot: \_\_\_\_\_

### FEES

- \$500 per day to allow use of a.m. and p.m. sun and multiple sessions.
- \$100 per 1 hour /single-client session.
- Photographer fee is due upon check-in at gate the day of your session.
- Leave your driver's license on deposit with clerk at gate. You will be provided a lanyard upon receipt of payment. Please return lanyard upon departure and retrieve your driver's license.
- *WE ACCEPT: Cash, checks, Visa, MC, AmEx.*

### Mainstay Farm provides:

- 70 acres of scenic views
- 10 acres of Christmas tree fields
- 1 lake setting
- Benches, picnic tables and other seating for resting between or during sessions
- Rustic Barns and buildings for photo ops
- Handicap-accessible indoor restroom facilities
- Ample parking space for you and your clients

### Important reminders:

- Please be sure that clients have your contact information. The farm is big so they'll need an easy way to find you. Mainstay Farm Staff is not responsible for directing clients to your photo shoot location.
- Vehicles are not allowed in Christmas tree fields under any circumstances. All props, furniture, etc must be carried to your photoshoot location. We recommend bringing a wagon to transport props or other items.
- All props must be removed upon departure.
- All professional sessions must have a prior appointment.
- If Mainstay Farm is open to the public, your photography clients must pay admission when they enter the farm.

*Thank you for choosing Mainstay Farm for your photography session! Please let us know if we can provide any assistance to make your experience special. We look forward to your visit.*

### 2016 Photo Dates

#### October

Saturdays: Oct 1st, 8th, 15th, 22nd, 29th.

Sundays: Oct 9th, 16th, 23rd, 30th.

*(Mainstay Farm is open to the general public on these dates, entry fees apply.)*

#### November

Saturdays: Nov. 5th, 12th and 19th.

*(The Farm is closed to the public on these days — no activities/no entry fees.*

*Please keep clients off play equipment.)*

- Please contact office for available time slots to book your appointment
- No professional photograph permitted after Thanksgiving Day.



## **GUIDELINES AND WHAT TO EXPECT FOR YOUR SESSION**

1. All professional photography performed at Mainstay Farm must have written consent by Mainstay Farm prior to photos being taken. Appointments must be made in advance.
2. Mainstay Farm is a fully-operating farmstead. Please take into consideration weather and the natural environment as you and your clients prepare for your visit with us. Boots or closed-toed shoes are recommended. Dress for the weather.
3. The photography fee charged during available photography dates is \$500 per day to allow photographers the benefit of morning and evening sun and to book multiple clients. However, the fee for photographers with a single client requiring no more than one-hour is \$100. This fee must be paid directly from the photographer to Mainstay Farm. This fee must be paid upon arrival before the beginning of the booked session. There is no entry to the farm before 7am. You must obtain special permission to stay on the farm after 6 pm.
4. We ask that children under 12 years of age be accompanied by an adult at all times.
5. Mainstay Farm reserves the right to prohibit any business disruptions to daily operations or to regular customers due to photography sessions. If any fixed or temporary objects are moved or damaged during photography, the photographer will be held responsible for replacement and/or payment. Mainstay Farm also reserves the right to prohibit inappropriate attire on premises at any time. Mainstay Farm prohibits the use of its property by sexually oriented businesses and/or photographers.
6. No professional Santa characters may be on site while Mainstay Farm is open to the general public.
7. I, \_\_\_\_\_, AGREE, ON BEHALF OF MYSELF, MY EMPLOYEES AND MY CLIENT(S), TO NOT HOLD MAINSTAY 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 LOSS, DAMAGE OR INJURY (INCLUDING DEATH) TO ME, MY EMPLOYEES OR MY CLIENT(S) ARISING OUT OF OR ANY WAY CONNECTED WITH PARTICIPATION IN THE ACTIVITIES AND/OR 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 CLIENT'S 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 CONNECTED WITH THE FARM'S DEFENSE AGAINST ANY CLAIM RELEASED, DISCHARGED, AND UPON WHICH PROMISE HAS BEEN MADE NOT TO SUE OR MAKE A CLAIM.
8. \*Any props, clothing, furniture or other objects used for a photo shoot must be removed at the end of the session. A \$100 clean-up fee will be charged if items remain.

1004 West Bethesda Road  
Cleburne, TX 76031



Office: 817-295-6772  
www.mainstayfarm.com  
bookmainstayfarm@gmail.com

- 9. Use care and caution around animals, moving vehicles, and landscaping. This is a farm: watch for snakes, fire ants, wasps, uneven ground, etc. Please heed all safety advisories posted around animal pens and tractor lanes.
- 10. All pets must remain on a leash at all times. Doggie-poo must be removed and disposed of properly. Please bring your own waste bags for doggie clean-up.
- 11. No public area may be closed or blocked to farm customers during regular business hours during your session.
- 12. Every possible effort will be made to accommodate re-scheduling a session due to a weather event. Only session dates listed on page 1 of this contract are available for rescheduling. Please call our office for any date changes.
- 13. Any activity requiring an outside vendor will require prior notification and approval.
- 14. There may be other professional photographers on The Farm while you are here. Mainstay Farm does not reserve settings or specific areas. It is your responsibility to communicate with other photographers and share areas.

**Please sign and return this form via one of the following methods to secure your date:**

- 1. Scan and email to bookmainstayfarm@gmail.com
- 2. Mail to: Mainstay Farm  
Cheryl Bell  
900 W. Bethesda Road  
Cleburne, TX 76031

I HAVE READ THIS DOCUMENT AND AGREE TO ALL OF ITS TERMS, GUIDELINES, FEES AND POLICIES REGARDING PHOTOGRAPHY SESSIONS. I UNDERSTAND 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 CLIENT(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 MAINSTAY FARM \_\_\_\_\_ DATE \_\_\_\_\_