

**PRIVATE PHOTOGRAPHY SESSION AGREEMENT**

Rooted Farmstead, LLC

457 Ridge Farm Road, Bellefonte, Pennsylvania 16823

This Agreement is entered into by Rooted Farmstead, LLC, (hereafter referred to as “Rooted Farmstead”) and \_\_\_\_\_ (hereafter referred to as “Photographer”)

Name of Photographer(s): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ - \_\_\_\_\_ Approximate Number of Guests: \_\_\_\_\_

**General Information**

1. Rooted Farmstead is a small family-owned farm in Marion Township, Centre County and the private residence of owners Mark and Christie Holloway. Rooted Farmstead is available on a limited basis for private photography sessions. This Agreement sets forth the terms and conditions for use of premises of Rooted Farmstead.
2. All Private Sessions must be scheduled, approved and paid for in advance.
3. By scheduling a session, you agree to all terms of this Agreement.
4. Schedule your preferred date and time with us via email at rootedfarmstead@gmail.com at least two weeks in advance.
5. Sessions are not considered Approved until the appointment has been confirmed by Rooted Farmstead in writing, fees have been paid and a signed Photography Agreement is received.

**General Policies**

1. Be respectful and aware of the natural environment, equipment, other people, crops and our home. Photographer must respect the property’s physical and logistical limitations, the residence and private property contained on the premises. The property is an active farm in a rural setting. Equipment, livestock, crops and other features inherent to such operation are present and must be respected. Additionally, wildlife, insects and plant growth are present and should be expected. Photographers, their guests, and vendors should be particularly mindful of uneven terrain, wildlife and any associated allergies. Additionally, the Photographer hereby understands the rustic nature of the premises. By the nature of the buildings, construction, materials, surfaces and its surrounding grounds are expected to be uneven and rough, both exterior and interior.
2. Nothing may be picked and used during your session, unless paid for in advance. If you damage any flowers, crops, etc. you are expected to purchase them.
3. Children must be supervised at all times. Any damage is expected to be paid for by the photographer.
4. Stay off all equipment including and not limited to tractors, ladders, etc.
5. Do not enter the residence, neighboring properties, farm structures, sheds, etc.
6. Do not enter or place anything in planting beds or soil.

7. No smoking or chewing tobacco is permitted on the property
8. No glitter, confetti, rice, silly string, fake flower petals, fake snow or other “tossing” items may be used.
9. Well-behaved dogs are allowed but must remain on-leash at all times and must be closely monitored to ensure they do not enter planting beds or disturb our animals. Any damage is expected to be paid for by the Photographer. Waste must be removed & disposed of properly.
10. We reserve the right to use publicly posted photographs taken on our property for commercial purposes of our own.

#### **Parking and Access:**

1. Access to the property is only during approved private appointments. Do not directly enter any planting beds or otherwise disturb flowers, vegetation, crops, displays, etc.
2. Rooted Farmstead is accessed via Ridge Farm Road which is a private gravel cartway within a right-of-way through privately owned lands. Photographers, their guests, and vendors shall be respectful of these landowners at all times with regards to property, privacy, noise, speed, litter, and the like. Trespassing beyond the limits of the gravel drive into these private properties is strictly prohibited. Additionally, Photographers, their guests and vendors shall not access Ridge Farm Road via Sunset Drive, as the gravel connection is located outside of the right-of-way and is entirely on private property. The Photographers, their guests and vendors assume all risk of traversing on Ridge Farm Road and shall make their own judgement as to whether their vehicles and skills are suitable for such terrain. Rooted Farmstead and these private landowners within and along this right-of-way are not responsible for loss or damage within this right-of-way. The Photographer assumes full responsibility for any damages caused by their guests and vendors within and along this right-of-way. The Photographer shall also hold Rooted Farmstead and these private land owners harmless from any expense, loss, liability or claim resulting from injuries, illness or damage to any person or property arising out of their use and occupancy of the right-of-way, or any other occupant on the premises.
3. Photographers and their guests must park in designated areas. Do not block roads, buildings, driveways or farm equipment.

#### **Fees**

1. There is a \$50 per hour fee for Private Sessions. This includes all time on-site including set-up and breakdown. Fees are based on whole hour time slots.
2. The total fee and signed Photography Agreement are due within three (3) days of confirmation of date and availability. Payment must be paid via PayPal or Venmo (@rootedfarmstead). Signed Agreement must be emailed to rootedfarmstead@gmail.com

**Cancellations:** Cancellations less than forty eight (48) hours of your reserved session date will be charged a \$50 cancellation fee, which will be deducted from the total fee (exceptions are made for severe weather).

**Liability:** Photographers will be held accountable for their actions and those of clients, crew members and subjects. If the property is damaged including crops, Rooted Farmstead reserves the right to bill the photographer for damages. Rooted Farmstead assumes no responsibility for personal injury or loss, theft, or damage to equipment or other property.

## AGREEMENT

This Agreement shall be legally binding upon the Photographer and Rooted Farmstead, LLC with the signatures below.

This Agreement shall be governed by and construed and interpreted in accordance with the law of The Commonwealth of Pennsylvania.

The Photographer, their guests, clients, agents, employees, legal representatives, heirs, successors and assigns shall hold harmless Rooted Farmstead for any injuries and/or damages suffered by me, my employees and/or agent(s) while on the premises of the farm. I agree to indemnify, save and hold harmless the farm, its owners, agents, 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 agents 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, 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. I have read this document and agree to all of its terms, guidelines, fees and policies regarding private 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.

Any amendment to this Agreement shall be presented to Rooted Farmstead in writing and must be signed by all parties.

I have read this Agreement and by signing I agree, without exception, to abide by the policies, terms and conditions contained within.

PHOTOGRAPHER (Responsible Party)

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ROOTED FARMSTEAD, LLC:

Print: \_\_\_\_\_

Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

This contract is not valid unless signed by both parties