

PHOTOGRAPHY USE AGREEMENT

This agreement made and agreed into this _____ day of _____, 20____ by and between
The City of Chickamauga, and the person(s) shown immediately below, (hereafter referred to as the, ("Photographer")):

(Name of Photographer printed here)

(Insurance Policy Number)

Now therefore, in consideration of the mutual covenants herein contained, and other good and valuable consideration, , the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

This agreement pertains to the Gordon-Lee Mansion or Lee and Gordon's Mills (strike out the one not applicable) which shall hereinafter be referred to as the "Property";

The Photographer Agrees:

1. To use the grounds and/or the inside of the Property for commercial photographic purposes only;
2. That absolutely no racy, risqué, lewd or otherwise questionable photographs will be taken;
3. That the City may terminate any session immediately upon determination by the representative of the City, in his sole discretion, that the actions of the Photographer, its customers, models, employees, guests, or agents are risqué, lewd or otherwise suggestive, or reflect negatively upon the City or the Property;
4. To provide the City of Chickamauga with the current policy number of their certificate indicating that the Photographer has comprehensive general public liability insurance with the combined single liability limits of a minimum of One Million (\$1,000,000) Dollars for the injury or death to any number of persons in any one occurrence, and for property damage for any one occurrence;
5. To indemnify and hold harmless the City of Chickamauga, it's officials, employees, council, mayor and agents from any and all claims of every type arising out of or relating to the use of the grounds and/or the inside of the Property by the Photographer and its customers, models, employees, guests, or agents;
6. That the City of Chickamauga will assume no responsibility for the performance and services of the above named Photographer or any other third party vendors secured by the Photographer or representatives of the Photographer;
7. To pay a \$200.00 non-refundable, *for any reason, once paid*, per session permit fee and to call and make an appointment for any session, in advance;
8. That appointments made will be limited to 2 hours per session and will be cancelled if the photographer and/or their client is not on the property 15 minutes after appointment time;
9. That the grounds and/or the inside of the Property are not available for commercial photography on Saturdays, Sundays, Holidays and/or when any other event is ongoing;
10. That the Photographer is responsible for any and all damages to the grounds and/or inside of the Property occurring during their usage; and that any and all damages will be reported immediately to the representative of the City; and that the cost to repair or replace any and all damage done will be billed to Photographer and/or reported to their insurance company;
11. That no furnishings may be moved, or used as props (sitting upon, lying upon etc.) unless a specific request to do so has been approved by the representative of the City of Chickamauga and that any moving of furnishings and/or museum objects must be done completely under the supervision of the City of Chickamauga representative;
12. That any and all trash brought on the grounds and/or inside of the Property by the Photographer, its customers, models, clients, employees, guests, and agents, will be removed;
13. That the inside of the Mansion is limited to a total access of 6 people, including the Photographer, its customers, models, clients, employees, guests, and agents;

The City of Chickamauga agrees:

14. To make available the grounds and/or the inside of the Property for commercial photography by the Photographer, in accordance with the terms of this Agreement;

Both Parties Agree:

15. That this agreement contains the entire agreement of the parties hereto and supersedes all prior discussions and agreements between the parties and any such prior agreement shall, from and after the date hereof, be null and void;
16. That this agreement may not be changed orally, or assigned by the Photographer, without an agreement in writing signed by both a representative of The City of Chickamauga and Photographer;
17. That this agreement is executed, delivered, and intended to be performed, and shall be constructed and enforced in accordance with and shall be governed by the laws of the State of Georgia.

SIGNED, SEALED, and DELIVERED by the parties hereto upon the day and the year first above written.

PHOTOGRAPHER

CITY OF CHICKAMAUGA