

GENERAL GUIDELINES:

Appointments must be made in advance. Please fill out the photographer's reservation form on our website. We will reply and confirm your appointment.

If Devine Acres Farm is open to the public during the time of the photography sessions, admission fees apply to all of the photographer's clients. Clients must pay admission and receive a wristband when they enter the farm. Please see hours/prices on our website for whichever season (fall, Christmas, Spring) applies to your photography session.

Devine Acres Farm reserves the right to prohibit business disruptions to daily operations due to photography sessions or to regular customer activities. If any fixed or temporary objects are moved or damaged during session, photographer will be held responsible for replacement and or payment

Photographer and photographer's clients will hold harmless Devine Acres Farm any injuries sustained during photography sessions and are not responsible for injury for any poses or requests by photographer during sessions.

FEES:

- \$500 per day to allow use of a.m. and p.m. and multiple sessions.
- \$100 per 1 hour/single-client session.
- \$100 deposit is due upon check-in at the Mason Jar Market the day of your session.
- Professional photographers MUST check in at our store, The Mason Jar Market upon arrival.
- Leave your driver's license on deposit with clerk in the store.
- Photographers will need to sign the photography agreement that we provide upon arrival.
- Time of arrival will be notated on the photography agreement.
- You will be provided a lanyard upon receipt of payment.
- Please return lanyard upon departure and driver's license will be returned after balance is paid, based on hours at the farm.
- We accept cash, visa, master card, amex and discover.

DEVINE ACRES FARM PROVIDES:

- 40 acres of scenic views
- 20 acres of Christmas tree fields
- 1 pond setting with a dock
- Benches, picnic tables and other seating for resting between or during sessions
- Rustic Barns and buildings for photo ops
- Porta Potties (one is handicapped accessible)
- Ample parking space for you and your clients
- Food/Drink is for sale if photo session is scheduled during regular farm operating hours
- Our gift shop, The Mason Jar Market, is open if photo session is during regular farm operating hours

IMPORTANT REMINDERS:

- Please be courteous and polite to all visitors and customers.
- Fake snow is not allowed as it makes a mess and does not disintegrate.
- All props must be removed upon departure.
- Be aware of insects, sticklers, fire ants, etc. in this natural environment.
- Use care and caution around animals and landscaping.
- No public area may be closed or blocked to customers during regular business hours during a photo shoot.
- If photos are posted online or on social media sites, Devine Acres Farm requests attribution and requests photos posted to all social media sites for Devine Acres Farm.

- Vehicles are NOT allowed in Christmas tree fields under any circumstances. All props, furniture, etc. must be carried to your photo shoot location. We recommend bringing a wagon to transport props and other items.
- Devine Acres Farm staff is not responsible for directing clients to your photo shoot location. Make sure your clients have your cell phone so that they can contact you upon their arrival. It is not easy to see amongst all the trees so being able to communicate is very important!
- No professional Santa characters may be on site while Devine Acres Farm is open to the general public.

I, _____, AGREE, ON BEHALF OF MYSELF, MY EMPLOYEES AND MY CLIENT(S), TO NOT HOLD DEVINE ACRES 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.

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 _____

Thank you for choosing Devine Acres 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.