



SAN DIEGO BOTANIC GARDEN

PHOTO / VIDEO / FILM FEES

San Diego Botanic Garden is a breathtaking location for photography, videography and filming. A permit is required for any photo / video / film shoots in which the intended use of the image(s) is portrait, commercial, professional, promotional, advertising, or marketing, as well as for any shoot in which the photographer / videographer / film in party receives payment of any kind for the image(s).

To apply to schedule a shoot, contact Visitor Services at (760) 436-3036, ext. 231, or visitorservices@SDBGarden.org, noting the type of shoot (see below) and preferred date(s) / time(s) in your inquiry. All photographers / videographers / filming parties will be required to complete and submit the attached SDBG Photo / Video / Film Agreement and the attached Hold Harmless Agreement as part of the application process. In all commercial instances, Proof of Liability Insurance is also required.

Applications and scheduling must first be approved by SDBG, and all applicable fees must be paid by the client no later than five (5) business days before the shoot. Restrictions may apply if another event is scheduled on the preferred date. The Garden reserves the right to deny any photo / video / film shoot requests at any time.

Without prior SDBG approval and prior payment of the applicable fees, it is strictly forbidden to take, use or sell images from the Garden for the above-described purposes. Use of photo / video / film from the Garden without prior approval and payment can result in the Garden taking legal action.

San Diego Botanic Garden is a 501(c)(3) organization. Fees support the care and preservation of the Garden. Fees include a full buyout.

TYPE OF SHOOT	REQUIREMENTS, FEES, AND TERMS
Wedding, engagement, and family portrait still photography <i>(No photo fees for weddings held at SDBG.)</i>	Hold Harmless Agreement required. <u>\$300 per session:</u> maximum three (3) hours, 9 am – 5pm. No discounted rate for fewer than 3 hours. Each hour over 3 hours incurs an additional \$150 fee at the beginning of the hour. Additional fees apply for times outside normal business hours. <u>Six (6) paid admissions included.</u> Additional admissions incur standard admission fees per person.
Commercial / professional use still photography	Proof of Liability Insurance (\$1 million) and Hold Harmless Agreement required. <u>\$1,000 per day:</u> maximum eight (8) hours, 9 am – 5 pm <u>\$600 per half day:</u> maximum four (4) hours, 9 am – 5 pm No discounted rate for fewer than 4 hours. Additional fees apply for times outside normal business hours. Each hour over 4 hours incurs an additional \$300 fee at the beginning of the hour. Additional fees apply for times outside normal business hours. Additional fees may apply if photography / filming requires closure of a Garden section building to the public. <u>Six (6) paid admissions included.</u> Additional admissions incur standard admission fees per person.



TYPE OF SHOOT	REQUIREMENTS, FEES, AND TERMS
Commercial / professional use video and film	<p>Proof of Liability Insurance (\$1 million) and Hold Harmless Agreement required.</p> <p><u>\$2,000 per day:</u> maximum eight (8) hours, 9 am – 5 pm</p> <p><u>\$1,100 per half day:</u> maximum four (4) hours, 9 am – 5 pm</p> <p>No discounted rate for fewer than 4 hours. Additional fees apply for times outside normal business hours. Each hour over 4 hours incurs an additional \$500 fee at the beginning of the hour. Additional fees apply for times outside normal business hours.</p> <p>Additional fees may apply if photography / filming requires closure of a Garden section building to the public.</p> <p><u>Ten (10) paid admissions included.</u> Additional admissions incur standard admission fees per person, with discounts available, depending on group size.</p>



SAN DIEGO BOTANIC GARDEN PHOTO/ VIDEO/ FILM SHOOT AGREEMENT

CLIENT REPRESENTATIVE NAME: _____ Agreement # _____

TELEPHONE: _____ EMAIL: _____

ADDRESS: _____

CLIENT COMPANY / ASSOCIATION: _____

NATURE OF PHOTO SHOOT: _____

DATE: _____ DAY OF WEEK: _____ TIME IN: _____ TIME OUT: _____

LOCATION: _____ # GUESTS: _____

DEPOSIT: _____ DATE PAID: _____ PAID BY: _____

BALANCE: _____ DATE PAID: _____ PAID BY: _____

TOTAL FEE: _____ ADDITIONAL INFO: _____

San Diego Botanic Garden (SDBG) Photo / Video / Film Policy

Client agrees to the following terms of agreement:

- **Provide documentation of Proof of liability insurance (\$1 million) assigning SDBG additionally insured.**
- Release, holds harmless, and forever discharge the San Diego Botanic Garden and its employees, agents, and volunteers from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury including death, that may be sustained while photo/videographer or affiliates are on SDBG property.
- **Client and all affiliates must agree to and sign SDBG's Hold Harmless Agreement (attached).**
- Photo Credit. The Garden requires the location credit "Shot on location at San Diego Botanic Garden in Encinitas, California" in all uses of Garden photos in print, on the web, in broadcast, and in any other public medium.
- Be responsible for any damage to SDBG indoor or outdoor premises caused by Client or affiliates.
- Leave the property in the same condition it was prior to use. Props/decorations must be self-contained and removed after the shoot. Nails, staples, pins or tacks may not be used to attach items to any Garden structures, trees or property. Reasonable items may be tied to all of the above. Helium balloons, birdseed, confetti, wish lanterns, sparklers, etc., are not permitted.
- Stay on pathways and do not enter cultivated areas.
- Avoid disruption of visitors and Garden activities. Do not block or interfere with normal pedestrian or vehicular traffic.
- Refrain from smoking on all SDBG premises. Smoking is not permitted at San Diego Botanic Garden.
- Have talent/models arrive camera-ready, as there are no dressing room facilities. (Exceptions can be made for large, pre-arranged commercial shoots, for an additional fee.)
- The Garden does not provide any equipment.
- No refund is due if Client cancels shoot with five (5) business days or fewer remaining before the scheduled date.

By signing this agreement, Client understands and accepts the policy and terms of this Photo / Video / Film Shoot Agreement.

Client signature: _____ Date: _____

SDBG signature: _____ Date: _____



ANTICIPATORY RELEASE AND HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Client Name: _____

Client Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Client Agent or Representative Name: _____

I. ANTICIPATORY RELEASE OF FUTURE CLAIMS.

I, _____, I, _____,

I, _____, and I, _____,

acknowledge that I have voluntarily agreed to engage in the activity of (description of event or activity): **Photo / video / film shoot** at the premises of San Diego Botanic Garden, located at 230 Quail Gardens Drive, Encinitas, California.

A. Assumption of Risk.

I am voluntarily participating in the above-described activity with knowledge of the subject premises and of any dangers involved, and hereby agree to accept any and all risks of injury or death, and verify this statement by placing my initials here:

_____, _____, _____, and _____.

B. Release.

As consideration for being permitted by San Diego Botanic Garden to participate in the above-described activity and use of its facilities, I hereby agree that I, my assignees, heirs, distributees, guardians, and legal representatives and agents will not make a claim against, sue, or attach the property of San Diego Botanic Garden or the County of San Diego or any of its affiliated organizations for injury or damage resulting from the negligence or other acts, however so caused, by any employee, agent, or contractor of Quail Botanical Gardens Foundation, the County of San Diego, or any of its affiliated organizations as a result of my activity at San Diego Botanic Garden. I hereby release Quail Botanical Gardens Foundation, the County of San Diego, and any of its affiliated organizations from all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, legal representatives and agents now have or may thereafter have for injury or damage resulting from my activity on or use of San Diego Botanic Garden.

C. Knowing and Voluntary Execution.

I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Quail Botanical Gardens Foundation and/or its affiliate organizations and sign it of my own free will.

Executed at Encinitas, California, on this _____ day of _____, 20 _____.

RELEASOR(S) SIGNATURE(S):

_____, and _____



Declaration of Witness

I certify that the _____(number) of Releasor(s) listed above acknowledged in my presence that (he/she/they) had read and fully understood the meaning and consequences of the foregoing release; and signed it in my presence.

Executed at Encinitas, California, on this _____ day of _____, 20 _____.

Witness signature: _____

II. INDEMNIFICATION AND HOLD HARMLESS.

To the fullest extent permitted by law, Applicant agrees to defend, indemnify, and hold harmless Quail Botanical Gardens Foundation, the County of San Diego, and all of their directors, trustees, officers, agents, and employees from and against any and all claims, damages, liability, losses, expenses, attorneys’ fees and costs, of any nature whatsoever, including, but not limited to, injury to or death of any person or persons and damage to or destruction of any property, threatened, brought, or instituted, arising out of or in any way connected with Applicant’s use of or activity on San Diego Botanic Garden or any facility thereon to the extent caused in whole or in part by any alleged or actual negligent or willful act or omission of Applicant or anyone directly or indirectly employed by him or her or anyone for whose acts he or she may be liable, or arising out of or in any way connected with Applicant’s alleged or actual negligent act or omission, regardless of whether such act or omission is active or passive.

DATE: _____ CLIENT AGENT / REPRESENTATIVE SIGNATURE _____

DATE: _____ CLIENT AGENT / REPRESENTATIVE SIGNATURE _____

DATE: _____ CLIENT AGENT / REPRESENTATIVE SIGNATURE _____

DATE: _____ CLIENT AGENT / REPRESENTATIVE SIGNATURE _____