

## **One-Time Use Photography Contract:**

Today's Date:	_	
Photographer/Business Name:		
Address:		
Phone:	Cell:	
Date Requested:		
Expected Time of Arrival on Property:		
Expected Departure Time:		

## Conditions of Usage and Procedures for Reservations for Photography at the Historic Carson House

## I. Conditions of Usage

**Article I.** Applications for photographic use of the Historic Carson House are accepted on a first come, first-served basis by the office of the HCH Executive Director at:

1805 Hwy. 70 West, Marion, NC 28752 (828) 724-4948 historiccarsonhouse@gmail.com

Reservations may be made by phone or in person during business hours or by email at least 48 hours in advance. Photographic release forms are available at the HCH Office during regular business, Monday thru Saturday 10-4 and Sunday 2-5 from April through November. For reservations during the off-season, inquiries may be made via email; no exceptions.

**Article II.** The decision as to whether a proposed activity or event can be accommodated at the HCH rests with the HCH Board of Directors and their representative, the HCH Executive Director.

**Article III.** The HCH grounds may be scheduled for use any hour of the day; however, county noise ordinances take effect at 10 p.m. on Friday nights and 11 p.m. on Saturday nights. If clients disrupt neighboring facilities with excessive noise, the HCH is not responsible for any resulting penalties. The client should be aware of the aforementioned departure time indicated above and agrees, with the signature below, to vacate the premises by that time.

**Article V.** An approved reservation for the use of the HCH does not include admission to, or use of other HCH facilities. In the case that admission to the HCH Museum is desired, arrangements must be made in advance with the HCH Executive Director.

**Article VI.** The HCH grounds are a smoke-free environment. Smoking of tobacco or any substance not allowed by law is not permitted in the Jubilee Arbor or anywhere on the HCH property.

**Article VII.** Possession or use of firearms, knives, or any other weaponry is strictly forbidden. Exceptions may be made for antique firearms used for prearranged demonstration purposes only.

**Article VIII.** No objects can be permanently fastened to the HCH grounds or buildings by users employing nails, tacks, screws, or any object that leaves a permanent hole or mark on the structure. Judicious use of wire, tape, string, and other such objects are permitted as long as they are removed prior to the client's evacuation of the property.

**Article IX.** All decorations, furniture, food, etc. provided by the used during the photographic event must be removed immediately following the scheduled event. All garbage and refuse must be placed in the provided trash containers or removed from the property by the client; restrooms must be left clean and presentable: failure to do so will result in a cleaning fee billed to the photographer.

**Article X.** While fires are permitted in the fireplace, the user is responsible for fire safety: all fires must be extinguished or carefully banked prior to the users departure from the HCH grounds. Users may provide their own wood or may purchase wood from the HCH.

## II. Procedures for Photographic Use of the Historic Carson House Buildings and Grounds

**I.** Article **I.** Applications for use of the Historic Carson House grounds and buildings for photographic purposes are accepted on a first come, first-served basis by the office of the HCH Executive Director at:

1805 Hwy. 70 West, Marion, NC 28752 (828) 724-4948 historiccarsonhouse@gmail.com

Reservations may be made by phone, online, or in person. Reservation application forms are available at the HCH Office during regular business hours, Monday thru Saturday 10-4 and Sunday 2-5 from April through November. For reservations during the off-season, inquiries may be made via email; no exceptions. For specific dates that are already booked, clients may sign up for a waitlist and be contacted at the 60 (sixty) day mark if the date becomes available. The waitlist does not guarantee a spot but helps the HCH staff contact interested clients who are tied to a fixed date that has been previously booked.

**Article II.** In order to schedule a photographic shoot on the Carson House grounds, the Historic Carson House contracts the photographer to issue two photos from the event date to the Historic Carson House for use in marketing and publicity purposes. If a subject is in the photo, the Historic Carson House must have a signed disclaimer from the subject(s) stating that they understand their photo could be used in published material and the Historic Carson House maintains all rights to that photo in perpetuity. The photographer and subjects, by signing below, agree that the two (or more) photos sent to the HCH after the event are for the sole use of the Historic Carson House and they relinquish all rights to these photographs. In addition, the subject(s) and photographer agree not to use these photographs for their own commercial purposes.

**Article III.** The user agrees to be responsible for any injury to persons or damage to property that occurs during the users event. By signing the application the user acknowledges that they have read and understand this condition, and agree to indemnify and hold harmless from liability The Historic Carson House, or any of its affiliates, any personal injury or property damage that occurs at any time on the property of the HCH.

As a representative of the applicant, the undersigned acknowledges receipt and agrees to abide by the Conditions for the Usage of the Historic Carson House properties and grounds.

Photographer's Signature:	Date:		
Subject Signature (if applicable):	Date:	_	
Subject Signature (if applicable):	Date:	_	
HCH Director's Signature:	Date:		