

PHOTOGRAPHY POLICY

The preservation of Whitehall's mansion and garden must be the first consideration in all activities taking place on this historic property. Whitehall thanks its clients and guests for their interest in this very special site and appreciates their assistance in preserving this property while it is in their care.

The following policies apply to any photographer on any level bringing in: tripods, reflectors, lighting, props, or staging materials, or any photographer who financially profits from their photo sessions at Whitehall.

- All photography sessions must be paid for and scheduled in advance. Photography fees apply to each session. Scheduling for multiple sessions is available upon request.
- Outdoor photography sessions (\$100 flat rate) in the gardens may be scheduled year-round from sunup to sundown.
- Interior photography sessions at \$250 may be scheduled inside the mansion during regular working office hours, Monday-Friday between 9:00am and 5:00pm. **ALL** interior session require a **\$250 (refundable)** damage deposit. Groups of more than a couple plus their photographer must get prior approval.
- Prior arrangements must be made for access to the mansion after hours [5:00pm weekdays and all Saturdays and Sundays]. An additional **\$35/hr.** security fee will apply. Sessions lasting longer the scheduled time will be billed at a **\$100 per ½ hour.**
- **Do not stand on or move any** furniture inside the mansion. Furniture is **never allowed to be moved outside** for any reason.
- **Do not remove protective ropes** from the beds or chairs.
- **Do not sit or place** any objects on the beds.
- **Clothing, backdrops or other props are not to be hung on the beds, mirrors, chandeliers or wall sconces, plants or garden structures.**
- **Staging shots or standing in garden beds is strictly prohibited. Subjects may not pose in trees, on sculptures or buildings.**
- **Standing or sitting on rocks, logs or railings is strictly forbidden.**
- **No pets allowed**
- Any paved or mulched path surface or grassy area may be used for a photo session, but please don't block pathways. Do not restrict access or movement in the mansion or gardens for others.
- Renters, photographers or guests are **not allowed to fly drones** over Whitehall's property at any time. Failure to comply with this restriction may result in a fine.
- In order to maintain the gardens, please **do not pick or make cuttings of any leaves, stems, fruit, branches or flowers.**
- Appropriate attire is required at all times. Changing of attire may take place in the outside restrooms or when applicable, the mansion's bathroom.
- **Children must be accompanied by an adult at all times.**
- **Vehicles not permitted on any lawn area.**

Fees may be waived for the news media, academic, and personal use. Photos taken for a personal use only (with a phone or hand-held camera) do not require a photography fee, but a photographer and any subject must pay regular admission when applicable.

OUTDOOR PHOTOGRAPHY SESSION - **\$100** (flat rate) PHOTOGRAPHER'S NAME _____
(Seniors, Graduation, & family) CLIENT'S NAME _____

INTERIOR PHOTOGRAPHY SESSION
-\$250 plus security @ \$35 per hour PHONE _____ E-MAIL _____
(Fees do not apply for weddings held at Whitehall)

WEDDING, ENGAGEMENT, MATERNITY SESSIONS
- **\$250** SESSION DATE _____ SESSION TIME _____ LOCATION _____

LARGE SCALE COMMERCIAL SESSIONS SESSION AMOUNT _____ SECURITY FEE _____ DAMAGE DEPOSIT _____
(details available upon request) I understand and agree to abide by the policies stated.

Please return signed with payment to Whitehall. SIGNATURE _____ DATE _____

All clients are **required** to give a copy of this form to their photographers so they are aware of Whitehall's policies. Photographers must keep a copy for reference and return a signed copy to Whitehall. No fee is applied for weddings.

RELEASE OF LIABILITY

In exchange for participation in the activity of a wedding and reception organized at Whitehall House & Gardens, 3110 Lexington Road, Louisville, Ky. 40206 and or use the property, facilities, and services of Whitehall House & Gardens, I, _____, of _____, agree for myself and (if applicable) for members of my family, employees, or staff to the following:

FOLLOW DIRECTIONS _____ (initial) I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Whitehall Staff, employees, representatives, or agents of Whitehall.

RISKS & RELEASE _____ (initial) I recognize that there are certain risks associated with the above activity and I assume full responsibility for personal injury to myself and/or others, and further release and discharge Whitehall House & Gardens for injury, loss or damage arising out of my use or presence upon the facilities of Whitehall House & Gardens, whether caused by the fault of myself, Whitehall House & Gardens or other third parties.

INDEMNIFICATION _____ (initial) I agree to indemnify and defend Whitehall House & Gardens against all claims, causes of action, damages, judgements, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my, or my staffs, use of or presence upon the facilities of Whitehall House & Gardens.

FEES _____ (initial) I agree to pay for all damages to the facilities of Whitehall House & Gardens caused by any negligent, reckless or willful actions by me or my staff.

APPLICABLE LAW _____ (initial) Any legal or equitable claim that may arise from participation in the above shall be resolved under Kentucky law.

NO DURESS _____ (initial) I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given reasonable opportunity to review it before signing. I agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Whitehall House & Gardens has offered to refund any fees I have paid to use the facilities if I choose not to sign this agreement.

ARMS LENGTH _____ (initial) This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as a drafter of a specific term, language, or provision giving rise to such ambiguity.

ENFORCEABILITY _____ (initial) The validity or enforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as may be the case, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement.

DISPUTE RESOLUTION _____ (initial) The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

EMERGENCY CONTACT

In the case of an emergency, please call _____

(Relationship) _____ Cell # _____ Alternate # _____

I have read, understand and agree to abide by Whitehall House & Gardens' Liability Release.

Please return signed form to Whitehall.

Signature _____ Date _____