

# **Dartmouth Natural Resources Trust**

P.O. Box 70567 Dartmouth, MA 02747 508-991-2289

### PHOTOGRAPHY POLICY

Dartmouth Natural Resources Trust is a member-supported nonprofit conservation organization formed in 1971 by community members working to preserve the quality of life in Dartmouth. Our mission is to preserve and protect Dartmouth's natural resources for people and nature, forever.

\*Commercial and portrait photography is expressly prohibited within the Daffodil Field at the Parsons Reserve between April 1 and May 30.

## **Non-Commercial Photography**

Individuals who are not commercial photographers and/or will not be using the photographs for commercial purposes in any form may photograph DNRT properties between sunrise and sunset without permission; however, they must observe the same restrictions as commercial photographers (Users) concerning closure of areas, personal conduct, and time limits.

# **Portrait and Wedding Photography**

Most DNRT reserves\* may be used as a site for portrait and wedding photography conducted by commercial photographers. However, in order to provide the best possible experience and avoid conflicts with other visitors to the property, the following guidelines must be followed.

- All sessions must be scheduled at least twenty-four hours in advance by calling DNRT at 508-991-2289 during regular office hours between 9 a.m. and 5 p.m. Monday through Friday.
- Commercial photography sessions may be scheduled between 8 a.m. and dusk daily.
- Commercial photographers must pay a \$50 fee per session. This fee must be paid to DNRT <u>before</u> the session takes place.
- Photographers will be required to submit a "Commercial Photography Application Form" and be issued a
  permit when the fee is paid. A copy of the permit must be carried during the session, and should be shown
  to staff members upon request.
- The time limit for a photography session is 90 minutes.
- The User is not entitled to exclusive use of the property. The grounds will remain open to the public. Under <u>no</u> circumstances can the public be excluded or directed away from the use area.
- Photographers are responsible for the conduct of their clients, drivers, and other individuals involved in the session:
  - Use of alcohol is prohibited.
  - o Parking is only permitted in designated parking areas.
  - Vehicles may not be left idling in the parking lot or parking area.
  - O Vehicles may not block the entry or exit of a parking area.
  - o All trash must be removed.
  - No plants, animals or visitors may be disturbed, including cutting of vegetation.
  - Do not enter any areas designated as closed.
  - o Individuals must be fully clothed (swim wear or undergarments are not permissible).
  - o All activities must be reasonable and appropriate for a public setting.
  - o No furniture or props may be brought into the Reserves.
- The User agrees to assume all liability for any property or personal damage resulting from their use of the property.
- The User shall hold DNRT harmless for any loss, injury, damage, or expense arising out of his/her use of the property.
- DNRT reserves the right to deny a commercial photography permit when the session may interfere with a scheduled special event, or for any other reason.
- DNRT will not devote staff or volunteers to assist with the photography, nor make any special accommodations regarding vegetation management or transportation into the site.

<sup>\*</sup>Commercial and portrait photography at the Slocum's River Reserve is subject to approval by the Trustees of Reservations.

### **COMMERICIAL PHOTOGRAPHY APPLICATION**

DNRT reserves the right to carefully screen applicants before granting permission to use the facility. Accordingly, no contract exists unless and until it is approved in writing by the Executive Director (or designee) of the Dartmouth Natural Resources Trust as evidenced herein by his or her dated signature under the section "Contract Approval."

FAILURE TO COMPLY WITH ALL RULES REGULATIONS AND POLICIES IN THIS AGREEMENT SHALL RESULT IN REVOCATION OF THIS AGREEMENT BEFORE OR DURING YOUR SESSION. REVIEW THIS APPLICATION THOROUGHLY BEFORE FILLING IT OUT.

| Photographer Name & Business  |   |  |
|---|---|--|
| Street Address  |   |  |
| City, State, Zip  |   |  |
| Reserve to be Photographed  |   |  |
| Date of Photography Session   |   |  |
|   |   |  |
|   |   |  |
| INDEMNIFICATION   |   |  |
| during or be caused in any way by the<br>hereby agrees, at photographer's sole<br>employees, and volunteers, free and I | ne all risks for loss, damage, liability, injury, cost or expense that may arise use or occupancy of DNRT's properties. Furthermore, photographer expense, to indemnify, defend and hold DNRT and/or its officers, narmless from any loss, claim, liability, damage, cost, and/or injury to may be caused by or occur during Photographer's use or occupancy of |  |
| Signature of Photographer   |   |  |
| Signature of Executive Director (or Designee)   |   |  |

| STAFF USE ONLY |  |
|----------------|--|
| Payment        |  |
| Method         |  |
| Payment        |  |
| Amount         |  |
| Payment        |  |
| Date           |  |