



## 2020 Photography Agreement Waiver for Professional Photographers

*Professional photographers that host sessions at Emily's Produce without an appointment and Photography Agreement will be asked to leave the premises and not allowed to schedule future photography sessions.*

Photographer (Company and Personal Name): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City and Postal Code: \_\_\_\_\_

**WAIVER OF LIABILITY:** Use of Emily's Produce LLC's premises is at the Photographer's risk. Photographer hereby agrees that Emily's Produce, LLC will not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to Photographer, their party or possessions while on the premises. Photographer holds harmless and indemnifies Emily's Produce and its owners, agents, representatives, associates, officers, employees, guests and tenants against any suit claim, loss, accident, judgement, fine, injury or damages, including reasonable attorney's fees. This indemnification shall continue in full force and effect during and after the term of the session for such causes arising during any sessions.

**CONDUCT:** Emily's Produce LLC's customers have priority in all situations. The Photographer shall not block them from going about their visit in any way in order to take photographs. The photographs shall not have any inappropriate content (nudity, vulgar, offensive). The Photographer will not take photographs of Emily's Produce, LLC customers or staff without their approval. Photographer is solely responsible for the conduct and welfare of all persons accompanying Photographer while on Emily's Produce LLC's premises. Photographer agrees that an Emily's Produce, LLC representative may be present at any time. If the representative observes or otherwise becomes aware of dangerous, pornographic, illegal or negligent practices or activities, the representative reserves that right to stop the shoot and may require Photographer and the Photographer's party to leave immediately. In such case, no refund will be given. Emily's Produce, LLC and its representatives assume no responsibility to act in such cases.

I hereby agree to the policies and rules defined in Emily's Produce, LLC's **Photography Policy, Session Request Form** and this **Photography Agreement**.

Photographer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_