

PHOTOGRAPHY GUIDELINES

DOTHAN AREA BOTANICAL GARDENS

The Dothan Area Botanical Gardens (DABG) welcomes all visitors to take casual photographs & video on our grounds for their own personal use, according to the guidelines outlined below. Personal photographs & video should not be used for commercial purposes. Adherence to these guidelines is extremely important to maintain a positive experience for you, your client, and our visitors.

For the purposes of this policy, a professional photographer is defined as someone who is being paid to take photographs on DABG property.

1. The DABG is a public garden and photographers must not interfere with the visiting experience of other guests at the Gardens. Please be considerate of our other visitors and Gardens staff and do not block pathways or garden areas.
2. Moving or removing plants or structures that are part of the Gardens – such as benches, containers, displays, plant signs, fences, etc. – is strictly prohibited.
3. No photographer, assistant, or subject may step into or on flower beds, fountains, walls, benches, or any places other than on designated paths and open grassy areas. Climbing or mounting equipment on trees or buildings is not permitted.
4. All photo subjects must be fully and appropriately clothed.
5. While visiting the Gardens, you may be filmed or photographed by a Garden employee or designated photographer. Your attendance serves as permission for the use of your image by the Gardens.
6. At times, certain areas of the Gardens may be rented for weddings or other special occasions. During those times, the rented areas are off limits for photographers not associated with the event. You may be approached by Gardens staff to discuss alternatives to your shoot if an event or Gardens maintenance is scheduled.
7. Professional photographers are asked to contact the Gardens office at least 7 days prior to their shoot to ensure that there will be no conflicts with a scheduled event. They may come by in person or phone the Gardens at 334-793-3224 between 9:00 a.m. and 5:00 p.m., Monday through Sunday. PLEASE CHECK IN AT FRONT DESK UPON YOUR ARRIVAL.

Professional photographers are also encouraged to join the Gardens as an **“AUTHORIZED PHOTOGRAPHER”** (Preferred Vendor). For \$200 per year, Authorized Photographers will be listed on the DABG website and in the package given to all potential renters. Authorized Photographers will be issued an ID card with lanyard and it should be worn at all times when working with clients in the garden. Authorized Photographers, upon presentation of ID, will be given free admission along with up to 5 clients per visit. Authorized Photographers will also receive a free

link on the DABG website and be placed on our official “Preferred Vendor” list which is distributed to all rental parties. Authorized Photographer status must be renewed annually to receive these benefits. Any professional photographer without Authorized Photographer status must, along with their clients, pay any required admission fees to DABG, unless client has already rented the property for a special event. Contact the Gardens office for more information.

8. The Dothan Area Botanical Gardens is not responsible to any lost, stolen, or damaged equipment.

Passed by Board of Directors, 6/15/18. Revised 9/12/19

5130 Headland Avenue
Dothan, Alabama 36303
Website: www.dabg.com



Phone: 334-793-3224
Fax: 334-793-5275
Email: dabg@dabg.com

PHOTOGRAPHER INFORMATION AND CONTRACT

Please sign, date, and return this form along with your yearly membership fee of \$200.

Name: _____

Business Name: _____

Mailing Address: _____

City, State, & Zip Code: _____

Phone Number: _____

Email Address: _____

Website: _____

I hereby agree to the conditions listed in the professional photography policy of the Dothan Area Botanical Gardens (DABG) and understand that failure to adhere to this policy may result in forfeiture of membership privileges.

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Membership Valid Until: _____

Payment Method: _____

Check #: _____

Date Badge Mailed: _____

Please sign on the reverse side →

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Phone: 334-793-3224
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RELEASE AND WAIVER OF CLAIMS AND INDEMNIFICATION AGREEMENT

Vendor's Name: _____

Email: _____ Phone: _____

The undersigned (Vendor) hereby agrees, to the fullest extent permitted by law, as follows:

- a) **VENDOR** shall defend, indemnify, and hold harmless the Dothan Area Botanical Gardens (DABG) and its officers, directors, partners, agents, members, and employees (the Indemnified Parties) from any and all claims liabilities, damages, costs, and expenses including attorney's fees, and costs, arising from any breach of this Agreement by the Vendor and in the event that any suit or action brought against the Indemnified Parties, Vendor shall, upon notice of the commencement thereof, defend the same at its sole cost and expense, and promptly satisfy any final judgement adverse to the Indemnified Parties. The Client's indemnification of Indemnified Parties shall include any loss or damage to persons or property consequent upon the use, misuse, or failure of any tools, equipment, machinery (hereby collectively referred to as "Items") used by the Vendor or any of its clients or subcontractors, even though the Items may be furnished or lent to the Vendor or any of its clients or subcontractors by Indemnified Parties or by other Companies at the Site. Indemnified Parties makes no warranty, express or implied, with regard to the condition of the Items and make no warranty that the Items are fit for any particular purpose whatsoever. Client accepts the Items, site and DABG "AS IS". The Vendor's or its client's, and subcontractor's acceptance or use of any Items shall be construed to mean that the Vendor accepts all responsibility for any claims for damages whatsoever resulting from the use, misuse, or failure of such Items whether such injury or damage be to its own employees or property, or to the employees or property of its client or, its subcontractors, Indemnified Parties, or otherwise.
- b) **VENDOR** shall abide by, and conform with, rules, and regulations of the DABG and comply with all applicable laws, rules, and regulations of the DABG, and licenses, permits, and any directives issued by any authorized official thereof.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Vendor's Signature: _____ Date: _____