

**C.H. Moore Homestead DeWitt County Museum**

**219 E. Woodlawn \* Clinton, IL 61727**

**217-935-6066**

Facility Use Agreement: Photographers

This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ by and between the C.H. Moore Homestead DeWitt County Museum (herein referred to as "Museum") and \_\_\_\_\_ (herein after referred to as "Photographer").

1. PREMISES: The Museum hereby agrees to make available to Photographer the following facilities located on the Museum premises, at the time and on the date and for the purpose indicated below:

Date \_\_\_\_\_

Time \_\_\_\_\_

Please Specify Area(s) \_\_\_\_\_

Outdoors (Grounds, Covered Bridge, Porches, Veranda, etc.) and/or Indoors (Barn, House).

Purpose \_\_\_\_\_

2. DONATION: The Museum does not require a set fee in return for use of outdoor facilities, however, donations are greatly appreciated.
3. SESSION FEE: A fee of \_\_\_\_\_ is required for use of indoor facilities (if indoor use is approved). This fee is due with the return of this form. If the indoor session does not take place, and the Museum is notified of this in advance, the Museum will refund the fee.
4. CANCELLATION: After approval is given, the Museum may terminate this Agreement only for good cause.
5. USE RESTRICTIONS: The following restrictions shall apply to the Photographer's use of the facilities:

A. All use of the facilities shall terminate no later than the time and date herein stated, and said Facilities shall be vacated by all persons using the same hereunder at or before such time and date. Any time for Photographer to set-up, tear down and remove equipment must be budgeted as part of the usage agreement as stated in Section 1 hereof. Photographer will reimburse the Museum for any overtime compensation it is required to pay its staff during such additional time.

B. Photographer shall have the use of the Facilities only for the purposes stated herein.

C. Photographer specifically agrees not to nail, tape, or screw anything to the floor or walls of Facility and shall be responsible for any and all damage to the Facility and to the Museum's personal property therein, or to the property of any third party which is on loan to the Museum, caused by the acts of Photographer or Photographer's clients, agents, servants, employees, patrons, licensees, invitees

or guests, whether accidental or otherwise; and Photographer further agrees to leave the premises in the same condition as existed on the date that occupation thereof commenced.

E. Photographer shall indemnify and hold the Museum harmless from and against any and all claims, damages, expenses, losses, suits or causes of action (including reasonable attorneys' fees) resulting from or arising in connection with Photographer's use of the Facilities.

F. Photographer must include a certificate of liability insurance with this completed form.

G. No alcohol will be allowed on the premises.

H. Those matters not herein expressly provided for shall be decided by the Museum and/or its representatives or agents and such decisions shall be binding upon the Photographer and Clients.

6. SPECIAL ARRANGEMENT/REQUEST (if applicable):

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IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
Museum Representative (Print)

\_\_\_\_\_  
Photographer (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Photographer/Business Name \_\_\_\_\_

Photographer/Business Complete Mailing Address \_\_\_\_\_

Photographer/Business Phone Number(s) \_\_\_\_\_

