



## Photography Permit Policy & Application

1. **Who needs a Photography Permit?** A permit is required for all posed or commercial photography/videography at the Nicholas Conservatory & Gardens. A permit is required whether the images are taken by a professional photographer or by an amateur acting in the role of a professional. A permit is required when using the exhibition area (inside of the conservatory) as the backdrop to any special occasion photo or to use likeness/imagery of the conservatory as the background of posed photography.

**Definition of Posed Photography:** The Nicholas Conservatory & Gardens defines posed photography as any photographer (amateur or professional) that gathers a group together for a photo and/or poses individuals for wedding, prom, engagement, or family photos.

**Definition of Commercial Photography:** The Nicholas Conservatory & Gardens defines commercial photography as wholesale, retail, and professional uses of photography for advertisement or sale. Photography used to promote the Nicholas Conservatory & Gardens/Rockford Park District will not be charged a fee.

2. **Why do I need a Photography Permit?** The Photography Policy is not meant to be restrictive, but simply to help avoid operational challenges, space conflicts, damage, and interruption to guests utilizing the facility. The Nicholas Conservatory & Gardens wishes to provide an enjoyable experience for all of our guests.
3. In order for your request to be processed, please drop-off or mail application at least 10 days prior to your photo shoot requested date.

### Mail to Facility Location

1354 North 2<sup>nd</sup> St.  
Rockford, IL 61107

4. **Processing:** After receiving your application and application fee, Nicholas Conservatory & Gardens administration will review your application and contact you regarding the status of your request, as well as any additional fees or documentation required (certificate of insurance may be required). Please note that all applications are subject to review and that submittal of an application does not grant you a permit. If your application is approved, the Nicholas Conservatory & Gardens will provide you a copy of your Photography Permit, which should be presented at the front desk when you arrive for your photo session.
5. **Returned Checks:** All returned checks will be assessed a surcharge of \$25.00.
6. **Additional Information:** The Nicholas Conservatory & Gardens/Rockford Park District reserves the right to require additional information or documentation in regards to the applicant or applicant's company. Failure to submit requested information or documentation in a timely manner may be cause for denial of permit.
7. **Assignment:** Lessee shall not transfer or assign this agreement or the privileges created herein. Any such assignment shall be null and void, and shall be cause for cancellation of this agreement by Nicholas Conservatory & Gardens/Rockford Park District.

8. **Refunds:** The Nicholas Conservatory & Gardens will make arrangements and attempt to reschedule if need be, but there will be no refunds.
9. **Scheduling:** Non-event, private photography sessions, taking place outside of normal operating hours will require additional fees. Photography sessions must be scheduled a minimum of 7 days in advance and begin and end in the allotted time.
10. **Temperature:** The Exhibition Hall is a tropical environment. Temperatures can range from 60 to 100+ degrees, depending on the temperature outdoors. Temperature adjustments are not available in this area.
11. **Facility Plantings & Designs:** Nicholas Conservatory & Gardens cannot guarantee the outdoor and indoor planting areas. All displays/themes are designed by staff 12-15 months in advance. The landscape and flower/plant design cannot be changed, moved or adjusted. No additions to the planting areas are allowed. Many circumstances are beyond our control be it weather related, diseases or other incidences that may occur. Every effort is made to maintain a high quality garden experience. Absolutely no patrons are allowed in planting areas, either inside the Conservatory or in the gardens, for any purpose. Violation of this rule could result in Photographer being held financially responsible for any damages that may occur.
12. **Facility Policies:** Applicant is responsible for ensuring that all guests in their party abide by all Nicholas Conservatory & Gardens policies. Our policies reflect our commitment to the aesthetics and beauty of the facility. Those who do not comply will be asked to leave without a refund of their fee. Please note the following:
  - a. Everyone must remain on the paths; do not step into flowerbeds, planting areas, or any other non-path areas.
  - b. Footwear is required at all times.**
  - c. Do not move or rearrange any plants, plant identification markers, garden features, rocks, or props. Do not lean on plant supports, landscape features, or trees.
  - d. All models must be fully and appropriately clothed; swimsuit photo shoots are not permitted.
  - e. Photography with inappropriate or suggestive poses and/or content is strictly prohibited.
  - f. Animals are not allowed on the property with the exception of assistance animals.
  - g. Please be courteous to other visitors and do not obstruct pathways, stairways, entries or other areas to Nicholas Conservatory & Gardens visitors.
  - h. Photographer will be responsible for the conduct of subjects. Nicholas Conservatory & Gardens reserves the right to remove from the premises, any person or persons whose conduct at the facility or attire is unlawful, disorderly, or otherwise objectionable.
  - i. In compliance with Rockford Park District Policy No. 11-01, the Nicholas Conservatory & Gardens is a smoke free facility. Smoking is prohibited in any indoor spaces, outdoor spaces, and parking lots of the Nicholas Conservatory & Gardens.
13. **Hold Harmless:** Photographers and guests hereby agree to hold the Rockford Park District/Nicholas Conservatory & Gardens harmless from all claims, suits, and judgments or damages arising out of any such property loss or injury.
14. **Damage to Facility:** Photographer is responsible for damages to the building, furniture and equipment caused by the Photographer or anyone associated with Photographer's use of the building. In the event that damage occurs, the Photographer will be invoiced for the full amount of assessed damages. In addition, Photographer will be responsible for all expenses incurred by the Nicholas Conservatory & Gardens in connection with the collection of monies due Nicholas Conservatory & Gardens/Rockford Park District pursuant to this Agreement or in enforcing any term or condition of this Agreement, including all attorneys' fees, administrative fees and costs.
15. **Photographer & Guest Property:** Photographer and subjects assume all responsibility for any equipment or materials which are brought into the facility. The Nicholas Conservatory &

Gardens/Rockford Park District do not assume liability for property lost or stolen on the premises, or for any personal injuries sustained on the premises during the photo use of the facility.

16. **Photograph Usage:** Any photographer who uses images of the Nicholas Conservatory & Gardens for commercial, advertising, or promotional purposes is required to have expressed written consent by the Nicholas Conservatory & Gardens and may be subject to a licensing fee. Without prior authorization and payment, any photographs of the Nicholas Conservatory & Gardens are strictly forbidden to be sold or used for commercial or promotional purposes.
17. **Objectionable Conductor Attire:** User will be responsible for the conduct of its guests. Nicholas Conservatory & Gardens reserves the right to remove or cause to be removed from the premises, any person or persons whose conduct at the facility or attire is unlawful, disorderly, or otherwise objectionable.
18. Any photography shoot that requires the use of running cords or wires for electrical equipment must be scheduled outside of operating hours.
19. The applicant agrees that the topic or end result of the photography shall not identify the Nicholas Conservatory/Rockford Park District, its mission, exhibits or plants in a derogatory or defacing manner.
20. We encourage you to visit the Conservatory & Gardens prior to your shoot to scout locations for your photography session. Regular admission applies.
21. Those who do not comply with the policy will be asked to leave without a refund of their fee.
22. The Nicholas Conservatory & Gardens reserves the right to adjust these policies in specific instances to protect the best interests of the facility.



## Photography Permit Application

Permit No. \_\_\_\_\_

### PHOTOGRAPHER INFORMATION:

Photographer Name: \_\_\_\_\_

Assistant (if applicable): \_\_\_\_\_

Business Name (if applicable): \_\_\_\_\_

E-mail: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

### Photography Permit Information

**General Photo Shoot (8 subjects or less- during business hours) \$55.00 + general admission for subjects**

**After-Hours Photography Rental (8+ subjects. Limited to 1 hour following general closing hour. Maximum of 25 guests) \$200.00**

(call 815-987-1670 for more information and availability)

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

Arrival time: \_\_\_\_\_ P.M. / A.M.      Departure time: \_\_\_\_\_ P.M. / A.M.

Client Name: \_\_\_\_\_ Client Phone: \_\_\_\_\_

Type of photographs:    Wedding/Engagement      Senior portraits      Family portraits  
   Commercial                                      Other: \_\_\_\_\_

Number of participants: \_\_\_\_\_

I, the undersigned, have read the Nicholas Conservatory Photography Policy and understand and agree to abide by all regulations outlined in said policy.

\_\_\_\_\_  
Applicant Name

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

\_\_\_\_\_  
Approved by Administrator

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

### OFFICE USE ONLY:

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_ Payment Amount: \$ \_\_\_\_\_

Payment Method:  Debit/Credit     Cash     Check # \_\_\_\_\_     Other \_\_\_\_\_