

Dream built 2018

ROSE FARM

Norwalk, Iowa

PHOTOGRAPHY SESSION TERMS AND CONDITIONS

By booking a photography session at The Retreat at Rose Farm, Inc. ("Rose Farm"), Photographer agrees to the following terms and conditions:

1. In exchange for payment of photography fee, Photographer shall have access to Rose Farm to take photos in most areas of the farm. Areas marked as private or otherwise designated as marked off from the public should not be entered by Photographer or Photographer's guests.
2. Prior to taking beginning a session, Photographer shall check in at The Shoppe.
3. In taking photos on the farm, Rose Farm is entitled to use the Photographer's high-resolution un-watermarked digital files, and the Photographer is issuing to Rose Farm an exclusive and perpetual limited license for commercial use of the digital files in the normal course of Rose Farm's business, including, but not limited to, advertising, marketing, or other promotions, or on its website, blog, or social media platforms. The digital files may be altered, edited, or manipulated only with Rose Farm obtaining permission from the Photographer. Rose Farm may add their business name, logo, website or other advertising or marketing campaign text to the digital files so long as it does not affect the elements of the image as styled by the Photographer.
4. Photographer agrees to not use photos taken at Rose Farm, nor allow Photographer's guests, clients, employees, or agents to use photos taken at Rose Farm, in a defamatory or negative light toward Rose Farm or any person. Photographer agrees that photos taken may be used for promotion and marketing of Photographer's business and for the personal use of Photographer's guests. Any other commercial use of photos taken at Rose Farm shall be subject to the approval of Rose Farm.
5. Please be courteous to other guests at the farm. Do not block access to any entranceways, pathways, or The Shoppe. Family-appropriate clothing is required for photo sessions. Revealing or provocative attire is strictly prohibited and boudoir photography is not allowed. Drones are not allowed.

6. Rose Farm is a working flower farm. Please do not disturb or remove plants or flowers and stay in pathways. As such, the Iowa Agricultural Tourism Promotion Act provides liability protections for inherent dangers associated with farming and other acts. Please take notice of this warning:

**IOWA AGRICULTURAL TOURISM PROMOTION ACT
IOWA CODE CHAPTER 673A**

You are visiting a working farm as a participant who is either observing or contributing to the success of farming activities. Under Iowa law you are assuming liability for any hazard that you may encounter. A hazard includes inherent risk of participating in a farming activity or disregarding written or verbal instructions. Farming includes dangerous conditions present on land and in structures, unpredictable behavior of farm animals, dangers associated with the operation of equipment and machinery, and potential wrongful acts of another visitor. Be careful.

7. Rose Farm shall not be responsible for any loss, theft, or damage to any equipment or belongings of Photographer or Photographer's guests, invitees, employees, or agents. Photographer agrees to be responsible for any damage done to Rose Farm by the Photographer, his/her guests, invitees, employees or other agents. Rose Farm is not liable for any loss, damage, or injury of any kind or character to any person or property caused by, or arising from, any act or omission of the Photographer, or any of his/her guests, invitees, employees, or agents from any accident or causality. The Photographer agrees to indemnify and hold Rose Farm harmless from any liability for loss, damage, injury, or claims, including attorney fees, arising from Photographer's act or omissions, negligence, or fault.

By signing below, Photographer agrees to the terms and conditions above on the date set for the below.

Photographer Signature

Date

Photographer Printed Name

The Retreat at Rose Farm, Inc.

Date