

## Outdoor Photography Permit Application

PHOTOGRAPHER	PATRON(S)
Name Company Address  Phone Email	Name Address  Phone Email

Type of event photography requested:

Portrait	Anniversary	Quinceañera
Engagement	Graduation	Other _____
Wedding	Prom	

Desired date to photograph \_\_\_\_\_

Photography start time \_\_\_\_\_

Brief description of shoot \_\_\_\_\_

### Outdoor Photography Policies, Rules, & Regulations

- Each permit is valid for ONE outdoor photography session, max two hours. Permit fee (\$100) must be paid via credit card. MFAH approved & stamped Permit will be issued only after payment is made, and will be issued via email. If a photographer would like to book multiple outdoor sessions on a single day, a separate permit is required for each session.
- Permits are issued based upon Museum availability, and on a first-come, first-served basis. To ensure availability, please submit applications 10 business days prior to session date. Applications submitted with less than 10 days notice may not be guaranteed access to their primary preferred date.
- Payment of the Permit Fee in full is due upon confirmation of date approval. The Permit Fee is non-refundable. If the Session is canceled due to inclement weather, the permit fee will be applied to a rescheduled outdoor photography session.
- All photography must be for personal, non-commercial use. All commercial photography requests must go through the Marketing & Communications department. Photography intended for religious or political purposes is not permitted.
- **This permit applies exclusively to the exterior areas surrounding the Museum's main campus: Cullen Sculpture Garden, Brown Foundation Plaza, PNC Roof Garden and exterior stair case, and Historic Entrance South Lawn.** Initial
- **Professional photography inside the Museum is not permitted, and admission to the Museum is not included.** Initial
- **This permit does not apply to Rienzi or Bayou Bend Collection and Gardens.** Initial
- This permit is valid only on the date for which it is issued, from 9 a.m. until 9 p.m. Each permit is valid for up to two hours.
- This permit does not grant exclusive access to any MFAH property. The MFAH is a place for all people, and access by the general public cannot be blocked during a photography session.
- Please be respectful of the garden and surrounding areas. Stay on the paths or lawn, do not climb on or touch the art, and follow any and all instructions provided by Museum employees. Failure to follow these instructions may result in expulsion from the campus and loss of the permit fee.
- Art, sculptures and furniture may be featured within photos but cannot be moved. Do not touch or climb on the sculptures for any reason. Photos of artwork must include people.
- Tripods, backdrops, lighting kits on stands, rental furniture, and drone photography are not permitted. This permit applies only to photography. Videography is not permitted. Handheld reflectors and flash are permitted.
- Smoking is not permitted anywhere on the MFAH Campus.
- The following are not permitted at the MFAH during any photography sessions:
  - Glitter/Confetti
  - Balloons
  - Nudity
  - Any decor affixed to a surface
  - Sparklers, fireworks, or open flames
  - Live animals (with the exception of service animals)

**By signing and submitting this application, you are acknowledging the outdoor photography policies, rules, and regulations stated above, as well as the attached terms and conditions. Additionally, you agree to abide by any and all instructions provided by on site MFAH Staff**

Patron Signature \_\_\_\_\_

Photographer Signature \_\_\_\_\_

Date \_\_\_\_\_

Terms & Conditions

Photographer shall disclose all photography arrangements to Special Events Department.

Photographer shall not alter or move Museum fixtures, plants/foilage, or other items located on the MFAH premises. Any sets and/or props brought onto the premises by Photographer are subject to prior approval by Museum. The use of "steady cam" tracks or similar equipment are strictly prohibited. Further, nothing may be permanently attached to the Museum's walls or other structures, and no adhesive material may be applied to the Museum's walls, displays, or artwork.

Photographer shall not in any way alter the appearance of Museum property or any of the artwork within the Museum property by use of CGI or similar technology without prior written permission from Museum. Any materials brought onto Museum property shall be removed by Photographer at the conclusion of the shoot

If at any time Photographer's activities threaten to disrupt Museum operations or pose a safety hazard to its visitors, the Museum reserves the right to terminate the shoot. Photographer may not block ingress or egress in and to the Museum or otherwise impede visitor traffic. In addition, Photographer shall make any necessary changes or discontinue photographing, if it is determined that undisclosed potential for damage to the Museum building or exhibits exists, or if the Project deviates significantly from the approved version.

Photographer is fully responsible for any and all damage to Museum property in connection with or resulting from the photography, and agrees to pay for all such repairs. Museum agrees to submit to Photographer in writing, within thirty (30) days of the end of the Access Period, a detailed list of any and all property damage for which it claims Photographer is responsible, and Museum shall permit Photographer to inspect any such damage prior to repair.

Photographer agrees that any image, or other form of electronic media obtained and used by Photographer or by Photographer's agents will portray the Museum in a positive light and will not disparage or denigrate the Museum, its collections, and/or its agents, employees, and representatives in any way.

Copyright Clearance and Appearance Releases.

Photographer acknowledges that any and all images, or other form of electronic media of MFAH artwork, objects or architecture obtained during the course of photographing in and around the Museum are subject to copyright protection. It is Photographer's sole responsibility to obtain any necessary licenses or permissions (i.e., copyright clearance) from the copyright owners of any artwork, object or architecture photographed on the MFAH premises. In addition, the Photographer shall obtain the appropriate releases or waivers from any individuals who may appear in photographs or footage that the Photographer produces. Photographer agrees to release, indemnify, defend and hold harmless the Museum from, and will not sue or bring any proceeding against the Museum for any claims, demands or causes of action, whether now known or unknown, for copyright infringement, violation of publicity rights or privacy rights, or any related matter, based upon or in connection with photographing by Photographer.

**Indemnification.**

EXCEPT AS OTHERWISE PROVIDED BELOW, PATRON AGREES TO ASSUME ALL LIABILITY FOR AND TO INDEMNIFY AND HOLD HARMLESS THE MFAH, ITS EMPLOYEES, OFFICERS, AGENTS AND TRUSTEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND AND CHARACTER, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY (INCLUDING, WITHOUT LIMITATION, DAMAGE TO OR THEFT OF ANY PORTION OF THE ART ON THE MFAH PREMISES), AND INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR IN CONNECTION WITH (I) ANY BREACH BY PATRON OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION IN THE AGREEMENT; (II) THE USE OF THE MFAH FACILITIES BY PATRON, ITS EMPLOYEES, AGENTS, THIRD PARTY CONTRACTORS, OR GUESTS, AND (III) THE USE AND DUPLICATION OF ANY IMAGES RESULTING FROM THE PHOTOGRPHY SUBJECT OF THIS AGREEMENT. SUCH INDEMNITY SHALL NOT APPLY TO AND SHALL EXCLUDE, HOWEVER, ANY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY CAUSED BY OR RESULTING FROM THE SOLE OR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE MFAH.

**Conspicuousness of Provisions.**

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT THAT ARE IN CAPITALIZED LETTERS SATISFY ANY REQUIREMENT AT LAW OR IN EQUITY THAT PROVISIONS CONTAINED IN A CONTRACT BE CONSPICUOUSLY MARKED OR HIGHLIGHTED.