

MFAH *The Museum of Fine Arts, Houston*

Outdoor Photography Permit Application

Client Name: Client Phone: Client Email:		
Photographer Name: Company: Photographer Phone: Photographer Email:		
Date of Photo Shoot:	Start Time:	*Permit Session- 2 hours from Start Time
Type of Photography:		
Portrait	Anniversary	Quinceanera
Engagement	Graduation	Other _____
Wedding	Prom	
Brief Description:		

Permit Application Guidelines

- Please complete the above form, review, and sign the attached Policies and Procedures agreement. Return completed permit application packages to the MFAH Special Events Dept via email at specialevents@mfaah.org. Incomplete application packages will not be accepted.
- MFAH Approved & Stamped permit will be issued only after payment of the permit fee (\$100) 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. Secure payment link will be sent via email.
- 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. If the session is canceled due to failure to abide by policies, the permit fee is forfeited and the Museum reserves the right to refuse future sessions for client and/or photographer.
- Permits are issued based upon Museum availability, and on a first-come, first-served basis. To ensure availability, please submit applications **7 business days** prior to session date. Applications submitted with less than 7 days notice are not guaranteed access to their primary preferred date.

MFAH Photography Policies, Rules, & Regulations

Photo shoots inside the Museum are **not** permitted, and admission to the Museum is **not** included. Examples of photo shoots include but are not limited to, bridal portraits, engagement photos, senior/graduation photos, and holiday family photos. Initial _____

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 _____

This permit does **not** apply to Rienzi or Bayou Bend Collection and Gardens. Initial _____

This permit is **not** for photography intended for commercial use or for religious or political purposes. Initial _____

The following are not permitted at the MFAH during any photography sessions: Initial _____

- Photography inside the Museum
- Props
- Videography
- Tripods, backdrops, lighting kits
- Furniture and rental décor, rental furniture
- Drone photography
- Glitter/Confetti
- Balloons
- Any décor affixed to a surface
- Nudity
- Sparklers, fireworks, open flames
- Live animals (with the exception of service animals)

Terms & Conditions

Logistics

The Photographer or photography clients shall disclose all photography arrangements to Special Events Department at least one week prior to the shoot.

Location Regulations and Requirements

The Photographer or photography clients may not alter or move Museum artwork, fixtures, plants/foilage, or other items located on the MFAH premises. The Photographer or photography clients must stay on the path or sidewalks. The use of "steady cam" tracks or similar equipment are strictly prohibited. Further, nothing may be permanently or temporarily attached to the Museum's walls or other structures, and no adhesive material may be applied to the Museum's walls, paths, displays, or artwork.

The Photographer or photography clients 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 the Photographer or photography clients at the conclusion of the shoot.

The Photographer or photography clients shall follow any and all instructions provided by Museum employees.

Disruption and Property Damage

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 and photography clients 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.

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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 seven (7) 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.

Non-Disparagement

Photographer agrees that any image, or other form of electronic media obtained and used by Photographer, Photographer's agents, or by the clients photographed and affiliated parties 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.

Violations of Terms and Conditions

Photographers and clients in violation of these Terms and Conditions will lose future museum photography privileges. In addition, the museum reserves the right to issue take-down notices and/or to remove or hide tags to the MFAH's accounts or geotag locations should resulting photography demonstrate a violation of these Terms and Conditions.

By signing below, you are acknowledging the MFAH's photography policies, rules, and regulations stated above, in addition to the following terms and conditions. Additionally, you agree to abide by any and all instructions provided by on-site MFAH Staff. The Museum reserves the right to refuse future permits to those that violate our policies.

Client Signature:

Date:

Photographer Signature

Date: