

THE FLOWER FIELDS®
PHOTOGRAPHY AGREEMENT

This Photography Agreement (this “Agreement”) is made by and between CB Ranch Enterprises (“CBR”) and the undersigned Photographer.

For valuable consideration, the receipt and adequacy of which is hereby acknowledged, CBR and Photographer agree as follows:

1. This Agreement is conditioned upon CBR’s approval of Photographer’s attached Application. If CBR disapproves Photographer’s application, then this Agreement shall be null and void. CBR’s approval or disapproval is at CBR’s sole discretion.
2. Photographer acknowledges and agrees to abide by the attached Rules.
3. Photographer will not cause any vehicles to be brought on CBR’s property known as The Flower Fields® at Carlsbad Ranch (“TFF”), except as described in the attached Application. Vehicles will be parked in the ordinary parking areas which are used for other guests’ vehicles.
4. Photographer’s use of TFF is non-exclusive.
5. TFF staff may accompany Photographer on TFF property.
6. Not later than 10 days before the scheduled photo session, Photographer will pay CBR a photography fee in the amount of \$200 per hour or portion thereof, with minimum fee in the amount of \$400.00 per session from March 1, 2019 through May 12, 2019 between the hours of 8:00am to 10:00am and 4:00pm to 6:00pm. Photographer will (i) not enter TFF property prior to the permitted time nor remain on TFF property after the permitted time, and (ii) upon arrival to TFF check-in with the onsite TFF Supervisor and upon departure check-out with the Supervisor.
7. Not later than 10 days before the scheduled photo session, Photographer will provide CBR with a certificate of insurance showing general liability coverage in the amount of \$1,000,000 and naming CBR, Carlitas Company, and Carlitas Management all as additional insureds.
8. Photographer will indemnify, defend and hold CBR harmless against any losses, costs, liabilities or damages, including but not limited to attorneys’ fees and costs, arising from Photographer’s use of TFF.
9. In the event of rain, CRB and Photographer will reschedule the photo session.
10. The prevailing party in any action to enforce the terms and conditions of this Agreement will be entitled to receive reasonable attorneys’ fees and costs from the losing party.

“CBR”

“Photographer”

CB Ranch Enterprises, a
California corporation

signature

By: _____

Joni Miringoff
Its: Group Sales/ Special Events Director

print name

Date: _____

Date: _____

INITIALS

RULES

We are not able to accommodate drop-in photo sessions and reserve the right to turn away anyone who has not booked in advance. Any exception to the 10-day advance booking requirement is at the sole discretion of CB Ranch Enterprises.

- All photography must be without disruption to our operations or other guests.
- Do not enter the growing fields, flower beds, plant displays or mulched areas. Remain on pathways at all times. Do not handle plants, flowers, plant labels or containers.
- We reserve the right to monitor and restrict equipment.
- The Flower Fields® image and logo are registered trademarks. You may not sell or use images for commercial purposes, including but not limited to print, broadcast or web advertising without prior written approval.
- Smoking and alcoholic beverages are prohibited.
- Animals are prohibited, except certified services dogs.
- If asked by a person not to take pictures of that person, the request must be honored. If the picture has already been taken, it must be deleted upon request.
- Operation or use of any drones, unmanned aircraft/flying systems, and remotely controlled flying machines, motorized or not, is strictly prohibited unless you have prior written permission from CBR.

Individuals, groups and photographers not abiding by any portion of the rules will be asked to leave The Flower Fields®. The rules are subject to change.

**THE FLOWER FIELDS®
PHOTOGRAPHY APPLICATION**

This application requesting permission to use The Flower Fields® for a photo session must be submitted to and approved by CB Ranch Enterprises (“CBR”) at least 10 days prior to the date of the requested photo session. Any exception to this 10-day requirement is at CBR’s sole discretion.

1. NAME: _____

2. FULL DETAILS AND NATURE OF PROJECT: _____

3. DATE REQUESTED FOR PHOTO SESSION: _____

4. TIME REQUESTING TO ENTER TFF PROPERTY: _____

5. TIME DEPARTING TFF PROPERTY: _____

6. NUMBER OF PEOPLE REQUESTING ADMISSION TO TFF: _____

7. NUMBER AND TYPE OF VEHICLES: _____

8. EQUIPMENT/PROPS TO BE USED: _____

Photographer’s signature: _____

Telephone number: _____

Email address: _____

Date: _____

AREA BELOW FOR USE BY CBR ONLY

____ (initials) Approved ____ (initials) Disapproved by CB Ranch Enterprises

Date: _____