

Sedgwick County Zoo
Application for Artists / Photographers / Film Crews
Commercial or Broadcast Use

We are pleased to consider your request for permission to use our premises for photographic or artistic purposes providing you adhere to the policies and procedures outlined below. If permission is granted, it shall be subject to the terms and conditions stated herein.

Application procedure:

All requests must be addressed in writing to the Marketing/PR Department, Sedgwick County Zoo, 5555 Zoo Boulevard, Wichita, KS 67212.

Requests should include the exact location(s) requested, the equipment and number of persons involved, date, rain date, and activities to be filmed and estimated time required.

Staff contact person: _____

Organization/Individual contact: _____

Address: _____

Phone: _____ Fax: _____

Date of shoot: _____ Alternate date: _____

Time including set up and striking: _____

Number in party/crew: _____

Exact location (s) requested (include estimated time at each location):

Type of project:

- Stock footage
- Television commercial
- Print advertisement
- Television programming
- Editorial photography
- Educational film for Classroom use
- Other (please specify): _____



Description of project, purpose and specific use:

Equipment involved in proposed shoot:

Sedgwick County Zoo requests a copy of the photographs/film and any accompanying text in the newsletter, magazine or educational materials where the photos or likeness appears.

Terms and Conditions:

1. Agreement: This Application constitutes the individual's and/or entity's listed below ("you" or "your") offer to photograph animal(s), ground(s), and/or habitat(s) owned by the Sedgwick County Zoological Society (the "Zoo") at the time(s), for the location(s), and for the purpose(s) described above (the "Activity"), and subject to the other terms and conditions stated below. This Application does not constitute an agreement between you and the Zoo unless and until an authorized representative of the Zoo has signed this Application below, and then only on the terms and conditions listed below.

2. Permission: Subject to the terms and conditions stated herein (including, without limitation, the payment of the stated fees), the Zoo grants to you permission to enter onto the specified locations at the specified times, and conduct the Activities. The permission granted constitutes a non-exclusive, revocable license, and does not constitute a lease or other property interest. The Zoo retains all rights to privacy for property and animals, grounds and habitats used for commercial purposes.

3. Limitations: The Zoo's permission does not include, and you agree that you will not (a) conduct any activity other than the Activity; (b) use or employ any photographs or other works arising out of the Activity for any purposes other than those expressly listed in the Activity; (c) use the names "Sedgwick County Zoo" or "Sedgwick County Zoological Society" or any of the Zoo's trademarks, service marks, logos, or other proprietary marks, except as expressly stated in these Terms and Conditions; or (d) photograph, distribute, or otherwise commercialize the likeness or other representation of any of the Zoo's guests, patrons, employees, or staff without such person's separate, written consent.

4. Location Fee: You must pay the Zoo the Fees stated on the last page of this Application. The Fees are set by the Zoo depending upon a variety of factors, such as the nature and purpose of the project, its intended market, its potential promotional value to the Zoo, the potential disruption to the Zoo, the extent to which the Zoo is required to support the project, and the extent to which the rights to the final product are shared with the Zoo. Additional Fees may be charged in the event additional security is necessary, etc. Applicant's admission is included in fee, any/all additional crew members may be subject to

admission rates of \$13.95/adult. Fees must be submitted two working days prior to the scheduled Activity. Certified check to be made payable to: Sedgwick County Zoo, 5555 Zoo Boulevard, Wichita, KS 67212. Credit cards are also accepted.

Standard fee schedule:

- \$500.00 for first two hours, two-hour minimum.
- \$200.00 for each additional hour
- \$1500.00 per day
- \$75 per hour for any additional Zoo staff other than public relations personnel.

5. Indemnification: You agree to hold Zoo, including its members, staff, volunteers, board and guests harmless and indemnify them against any and all liability and loss which any such person may incur by reason of, arising out of, or related to the Activity, including, without limitation, the death or injury of any person or damage or destruction to any property caused by you or any party entering the property with your authorization.

6. Insurance: You are accountable for your actions and the actions of your invitees/crew and any damage to the Zoo facilities and property. On or before the due date for payment for the Activity, you must provide the Zoo a valid certificate(s) of insurance covering all participants of the types and coverage amounts (per occurrence), listing Sedgwick County Zoological Society and Wichita and Sedgwick County as an additional insured for the day(s) and place of the shoot.

- a. General Liability - \$1,000,000.
- b. Personal & Advertising Injury Liability - \$1,000,000.
- c. Auto Liability - \$1,000,000
- d. Workers Compensation - State Statutory Limits
- e. Employer's Liability
 - i. Bodily Injury by Accident - \$100,000 each accident
 - ii. Bodily Injury by Disease - \$500,000 policy limit
 - iii. Bodily Injury by Disease - \$100,000 each employee

Such insurance certificate shall be a condition precedent to the Zoo's obligations hereunder.

7. Advance Notice: At least two weeks' advance notice is requested whenever possible. While the Zoo will make every effort to accommodate last minute requests to shoot, requests with less than 24-hour notice cannot be accommodated under any circumstances.

8. Scheduling: Site location and time of filming must be approved through the Zoo Marketing/PR Department. The Zoo and its facilities are subject to weather variations, temporary closures of buildings, the Zoo will make every reasonable attempt to re-schedule, although there will be no refund of the Fees for reasons beyond the Zoo's reasonable control. Shooting dates may be adjusted if weather is a factor however any changes must be agreed upon by the Zoo Marketing/PR Department in advance. You agree that the Zoo's sole liability and your exclusive remedy for the withdrawal of permission or any other breach by the Zoo hereunder shall not exceed the amount of Fees actually paid by you to the Zoo.

9. Escort: All of your personnel (photographer/film crew/artist) must be accompanied by a member of the Marketing/PR staff while on grounds. All such persons must obey the instructions of Zoo personnel, including, without limitation, safety instructions.

10. Access: During regular Zoo hours, filming must be conducted from public access areas in such a way so as not to interfere with Zoo animals, guests or staff. At no time will access or viewing by the visiting public be obstructed. Access to or filming behind-the-scenes, within animal exhibits and/or animal care areas is not permitted without prior, written approval, which may be granted or withheld in the Zoo's sole discretion. **You understand and agree that any Activities conducted from locations other than public access areas involve potential contact with wild and dangerous animals, and that such Activities could result in injury, including death, and destruction of your property. YOU AND**

YOUR PERSONNEL HEREBY RELEASE THE ZOO AND ITS EMPLOYEES AND STAFF FROM ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE ACTIVITY WHETHER ARISING UNDER CONTRACT, TORT, WILLFUL MISCONDUCT STRICT LIABILITY, OR OTHERWISE.

11. Props: No animals, plants, balloons, or balls will be brought onto the property of the Zoo without prior, written approval, which may be granted or withheld in the Zoo's sole discretion.

12. Credit: You will acknowledge the Zoo in your production, publication, web site or other promotional materials when requested by the Zoo. If the Zoo provides you with written notice to cease any acknowledgement or other use of the Zoo's name, you will immediately cease such uses.

Photo credit to read: **Sedgwick County Zoo** (logo credit is preferred).

13. Zoo Image: You further agree that in no way, shape, or form will the topic or end result of the shoot portray the Zoo, its mission, exhibits, animals or plants in a derogatory or disparaging manner. You agreed there will be no anthropomorphizing of any Zoo animal. Footage taken at the Zoo may in no way be used in means counter to the Zoo mission, or in such a way that demeans or misrepresents Zoo, its animals, staff or guests.

14. Damages: Applicant/photographer will not damage, destroy or remove any plants, animals or property, nor will they interfere with the public's use and enjoyment of the facilities.

15. Equipment: Any use of electrical equipment or additional lighting must be approved in advance of shoot. Any/all cords or wires must be placed and guarded in such a manner so as not to alter the pathway and must eliminate risk to guests, animals and Zoo staff.

16. Impact on the Zoo: Accompanying Zoo personnel, any Zoo administrator or Animal Department Supervisor may elect to abort any or all filming and related activities at any time if, in their sole judgment any person, animal, plant exhibit, property or facilities are interfered with or damaged. The applicant agrees and understands to be bound by any such decision made by Zoo personnel. The Zoo makes every effort to accommodate all reputable ventures in this area. The Zoo reserves the right to abort any shoot/project, bar or expel personnel from the facilities, or prohibit release of the product with Zoo credit, for failure to comply with this or other standing Zoo rules and regulations.

17. General: You may not assign any of your rights or obligations hereunder. The Zoo will not be liable to you for delay or failure in the performance of obligations if and to the extent that such failure or delay is due to circumstances beyond its control, including, without limitation, acts of God and public emergency. Any notices required or allowed hereunder must be in writing. Any notices to you may be sent to your address listed above (or such other address provided by notice) and shall be deemed received three (3) days after deposit in the U.S. Mail, postage prepaid. Any notices to the Zoo must be sent to the address listed on the front page of this Application to the attention of the PR Department, and will be given when received. No provision hereof will be waived by any act, omission, or knowledge of a party except in writing signed by an authorized representative. No waiver will be construed to be a waiver of any succeeding breach of such provision or a waiver of the provision itself. If any clause or portion of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the same shall not affect any other portion. This Application shall be governed by and interpreted in accordance with the substantive laws of the State of Kansas, without regard to conflict of law principles thereof. Except for levy upon or to enforce or a judgment so obtained or temporary or preliminary equitable relief, any suit, action, or claim between the parties arising out of or related to this Application must be brought exclusively in state or federal court sitting in Wichita, Kansas, and each party irrevocably submits to the personal jurisdictions of such courts. No amendment, modification or supplement of any provision of this Application will be valid or effective unless made in writing and signed by a duly authorized officer of each party. This Application constitutes and contains the complete, final, and exclusive understanding and agreement of the parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements,

