

# Out of Africa Wildlife Park®

Application for Artists | Photographers | Videographers & Film Crews

## *For Commercial or Broadcast Use*

It is our privilege to consider your request for permission to use the Out of Africa Wildlife Park 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:

Public Relations Department, Out of Africa Wildlife Park, 4020 N. Cherry Road, Camp Verde, AZ 86322.

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:

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Equipment involved in proposed shoot:

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Out of Africa Wildlife Park 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 Out of Africa Wildlife Park® (the "Park") 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 Park unless and until an authorized representative of the Park 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 Park 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 Park retains all rights to privacy for property and animals, grounds and habitats used for commercial purposes.

**3. Limitations:** The Park'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 "Out of Africa Wildlife Park" or "Out of Africa Park and Safari" or any of the Park'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 Park's guests, patrons, employees, or staff without such person's separate, written consent.

**4. Location Fee:** You must pay the Park the Fees stated on the last page of this Application. The Commercial Fees are determined by a variety of factors, including but not limited to, the nature and purpose of the project, its intended market, its potential promotional value to the Park, the potential disruption to the Park,

displacement of other revenue-generating events, disruption to exhibits and guests, access to behind-the-scene areas, the impact of the production among staff and animal care, length of stay, the extent to which the Park is required to support the project, and the extent to which the rights of the final product are shared with the Park. 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 \$25/adult.

Standard fee schedule for 2016 is: Video/Film:

- \$500.00 for first two hours, two-hour minimum.
- \$200.00 for each additional hour
- \$1,500.00 per day (8 hours)
- \$75 per hour for any additional park staff other than public relations personnel.

Still Photos:

- \$400.00 for first two hours, two-hour minimum.
- \$175.00 for each additional hour
- \$1,250.00 per day (8 hours)
- \$75 per hour for any additional Park staff other than public relations personnel.

**5. Indemnification:** You agree to hold Park, 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 Park facilities and property. On or before the due date for payment for the Activity, you must provide the Park a valid certificate(s) of insurance covering all participants of the types and coverage amounts (per occurrence), listing Out of Africa Wildlife Park and Out of Africa Park and Safari 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 Park's obligations hereunder.

**7. Advance Notice:** At least two week's advance notice is requested whenever possible. While the Park will make every effort to accommodate last minute requests to shoot, requests with less than 48-hour notice cannot be accommodated under any circumstances.

**8. Scheduling:** Site location and time of filming must be approved through the Park Public Relations Department. The Park and its facilities are subject to weather variations and temporary closures of buildings. The Park will make every reasonable attempt to re-schedule, although there will be no refund of the Fees for reasons beyond the Park's reasonable control. Shooting dates may be adjusted if weather is a factor; however,

any changes must be agreed upon by the Park Public Relations Department in advance. You agree that the Park's sole liability and your exclusive remedy for the withdrawal of permission or any other breach by the Park hereunder shall not exceed the amount of Fees actually paid by you to the Park.

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

**10. Access:** During regular Park hours, filming must be conducted from public access areas in such a way so as not to interfere with Park 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 Park'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 PARK 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 Park without prior, written approval, which may be granted or withheld in the Park's sole discretion.

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

Photo credit to read: **Out of Africa Wildlife Park®** (logo credit is preferred).

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

**16. Impact on the Park:** Accompanying Park personnel, any Park 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 Park personnel. The Park makes every effort to accommodate all reputable ventures in this area. The Park reserves the right to abort any shoot/project, bar or expel personnel from the facilities, or prohibit release of the product with Park credit, for failure to comply with this or other standing Park rules and regulations.

**17. General:** You may not assign any of your rights or obligations hereunder. The Park 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 Park 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 Arizona, 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 Prescott, Arizona, 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, whether oral or written, between the parties respecting the subject matter hereof and thereof.

THIS CONFIRMS AGREEMENT TO THE ABOVE TERMS AND CONDITIONS:

\_\_\_\_\_  
PHOTOGRAPHER / ARTIST

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OUT OF AFRICA WILDLIFE PARK

\_\_\_\_\_  
DATE

To be completed by the Park:

Initial Fees: \$ \_\_\_\_\_