



This Agreement ("Agreement") is made between the Linn County Historical Society d/b/a The History Center, an Iowa non-profit corporation ("THC") located at 800 Second Avenue SE, Cedar Rapids, Iowa, and _____ as "Photographer". I, the undersigned Photographer, understand and agree that THC owns all rights, title, and interest in THC premises and agree to abide by and be bound to the following terms and conditions in consideration of THC renting the facilities on the date and for purpose listed below.

TODAY'S DATE:	RATE: \$25/HOUR
ACCOUNT:	CONTACT:
ADDRESS:	TELEPHONE:
CITY/STATE/ZIP:	E-MAIL:
THC CONTACT:	
DATE OF EVENT/SHOOT:	TIME OF EVENT/SHOOT
# OF HOURS INVOLVED	

1. FACILITY ACCESS: This agreement covers both the interior and exterior of the facility property. Only the exterior, first floor, and mezzanine levels of the facility may be used. Access will be granted to facilities rented only during the times specified in this agreement. THC is open to the public and public spaces will be open during hours stated by the THC and not reserved solely for Photographer unless otherwise stated. Operating hours of THC are 10:00 am. – 4:00 p.m. Tuesday – Saturday, and all event/shoot activity must take place within these days/hours unless specifically and specially arranged.

2. PAYMENT: Access to THC is charged at a \$25 per hour rate fraction thereof. The time will be counted at the arrival of the Photographer, and will end when the Photographer leaves.

3. MEMBERSHIP:. As a prerequisite to entering into this Agreement, Photographer must be or become a Museum member. If Photographer is not a current member, the Photographer must purchase an annual Museum membership upon signing this contract.

4. AUDIOVISUAL: Photographer will be allowed to bring in their own audiovisual from an outside company; however, THC staff will not be able to assist with any outside equipment.

6. DECORATIONS: No tacks, nails, screws, staples or tape of any kind is permitted on walls, chairs, tables, doors or floors. Tape may be used on the underside of the tables only. No rice, birdseed, glitter, confetti, faux snow, sparklers, bubbles, fog machines, fireworks, firecrackers, bottle rockets, Chinese lanterns, candles or open flame are permitted anywhere inside or outside of the property. No items may be hung from the ceiling or walls without prior approval by THC. THC will allow battery operated candles. No balloons of any kind will be allowed inside the Douglas Mansion. It is the responsibility of the Photographer to pick up and remove all decorations brought to the facility by the conclusion of the agreed upon rental period.

7. SET-UP / DELIVERIES: All set-up and deliveries must be prearranged with THC. All materials and equipment brought into the museum by the Photographer, Caterer or Rental Company must be removed on the same day as the event, unless preapproved by THC.

8. DATE HOLDS AND PAYMENT: To reserve your date you must return the signed Photography Agreement to make your date definite.

9. LOGISTICAL PLANS: THC staff must review all plans at least 24 hours in advance of the event date. Setup, etc. taking place at THC needs to be prearranged with THC staff.

10. ATTENDEES AND GUESTS: THC reserves the right to ask any attendee to leave an event or property without the discretion of the Photographer. Photographer is responsible for the supervision of children at all times. THC is not responsible for providing any child care.

11. LOSS AND DAMAGE OF PHOTOGRAPHER'S PROPERTY: THC does not and will not assume any responsibility for damages or loss of any articles left at THC prior to, during, or following your function. Any property left at THC by Photographer, its agents, guests, patrons and invitees shall, after a period of seven (7) days from the Event Date, be deemed abandoned and shall become property of THC to be disposed of or utilized at THC's sole discretion.

12. NON-SMOKING FACILITY: THC is a non-smoking facility. This includes all outdoor gathering spaces located on the premises, including the parking lot.

13. DAMAGES AND INSURANCE: Photographer agrees to assume all responsibility for any injury to persons attending the function and any third parties or property injured or damaged by them, and assumes responsibility for all loss of property of persons attending the Event. Photographer shall indemnify and hold THC harmless in the event of any litigation including reimbursement of all damages and/or attorney's fees to defend such an action. Photographer further agrees to assume responsibility for damage or theft to THC and its historic contents, to the extent that such damage is not caused by the negligence, recklessness or willful conduct of THC staff. At least seven days prior to the event,

THC reserves the right to charge Photographer for damage resulting from willful or negligent acts resulting in scratches on the floors or walls, broken or damaged tables and

chairs, missing THC property, broken or damaged articles or fixtures in the building, or other miscellaneous, unusual or excessive damages.

14. RETURN OF FACILITIES: Upon termination of the Event, Photographer shall return the facilities to THC in the same condition THC granted the facilities to Photographer, ordinary wear and tear excepted. All must be picked up and placed in appropriate trash containers. All Photographer's property must be removed. Photographer is responsible for all damages to the buildings, grounds and equipment incident to Photographer's use of the facilities. In the event any damage to the facilities is incurred, Photographer is responsible for payment of the damage amount.

This Agreement contains all the terms and conditions between the parties with respect to its subject matter, and there are no representations, warranties, conditions, or promises except those expressly set forth in this Agreement. THC and Photographer acknowledge receipt of a copy of this Agreement. Both parties have read this Agreement and understand it and have authority to sign it.

Agreement by Photographer

Agreement by THC

Printed Name

Printed Name

Signature

Signature

Date

Date