

MANSFIELD MAYHEM

2021 Photographer Agreement

Photo Event Date: Monday, June 7, 2021
THIS AGREEMENT, is made by and between, hereinafter called the "Photographer", the Professional Photographers of Ohio, hereinafter called "PPO", and the Mansfield Reformatory Preservation Society, hereinafter called the "Society", WHEREAS, Photographer wants to participate in taking photographs of the Ohio State Reformatory Historic Site, 100 Reformatory Road, Mansfield, Ohio 44905, and, WHEREAS, the Society agrees to grant the Photographer the right to take photographs of the building and grounds. NOW THEREFORE, IT IS AGREED:
1. The image of the Ohio State Reformatory Historic Site is owned by the Mansfield Reformatory Preservation Society, a privately operated 501 c3 non-profit organization. Any photography / video images taken while inside the building are for personal use only. Any commercial use of this footage without written permission from the Director's office may result in legal action. All proceeds from photo/video events will benefit the ongoing restoration and preservation of the facility.
2. Camera use of any sort involving the north side of the building, specifically photos or video images of the working facility directly behind the Historic Ohio State Reformatory WILL NOT be tolerated. Failure to comply can result in legal action and confiscation of any and all equipment which may be suspect. Any parties in violation of this rule will be escorted off the grounds immediately.
3. The Society my render this Agreement null and void if Photographer or any agent thereof is found smoking in the building or is believed to be under the influence of drugs or alcohol.
4. As a condition of access to the Site, the Photographer assumes the risk of injury to person or property resulting from his/her use of the premises and does hereby release the Society, PPO, and their trustees, employees, agents and successors from and against any claim, demand or liability arising out of such injury and will protect and indemnify the Society, PPO, an those persons released with respect to any claim, demand or liability arising out of such injury.
5. The Photographer shall be held responsible for any damages to the grounds or building incurred resulting from the use of backdrops or other props used in photographic sessions. The Photographer shall pay a fee equal to the estimated cost of the damages as determined and approved by the Society.
6. The Photographer agrees to refrain from crossing, entering or using any building space that is marked with signs, chains, tape or other types of barricades.
7. If the Photographer fails to abide by the obligations of this Agreement, the Society shall have the option to immediately cancel this Agreement providing verbal notice to Photographer.
8. The Society makes no guarantees or warranties with respect to any photography. In no event shall the Society be liable fo direct, indirect, special, incidental or consequential damages, which are in any way related to the photography.
9. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written.
10. The Society retains the right to remove any one from the premises who does not follow the terms and conditions contained above or with the terms and conditions set forth in the Guidelines for Photo and Film.
11. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party 's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
Photographer: Date: