



APPLICATION FOR COMMERCIAL PHOTOGRAPHY PERMIT

THIS IS AN APPLICATION FOR A COMMERCIAL PHOTOGRAPHY PERMIT WITHIN SHOLOM PARK, a private park owned and operated by Horticultural Arts & Park Institute, Inc.; hereinafter "HAPI." HAPI is a tax exempt, non-profit organization, in accordance with the provisions of section 501(c)(3) of the Internal Revenue Service code.

WHEREAS, HAPI owns certain property in Ocala, Florida, known by the name of Sholom Park; hereinafter called PARK;

WHEREAS, APPLICANT desires to obtain from HAPI a revocable permit; hereinafter called PERMIT to enable APPLICANT to photograph, film or video within the PARK;

WHEREAS, the grant, denial or revocation of a PERMIT to a commercial photographer as that term is defined hereinafter, is within the sole, absolute and unfettered discretion of HAPI;

WHEREAS, upon issuance of a permit, APPLICANT shall thereafter be referred to as PERMIT HOLDER; shall be used interchangeably with the term "APPLICANT."

NOW, THEREFORE, the following information is submitted to HAPI:

APPLICANT: _____ TITLE: _____

COMPANY NAME: _____

Address of APPLICANT: _____

Telephone: _____ Cell Phone: _____

Email: _____

Annual Permit Fee: \$50 + \$3.50 sales tax. Total Due: \$53.50

Date Received: _____ Received by: _____

1. DEFINITIONS:

A. Commercial Photography: Photography taken for any commercial purpose. The term *commercial purpose* shall refer to the act of one or more persons operating a business to make a profit. For purposes of this Application and any Permit issued based on this Application, commercial photography, film and videography or any other endeavor refers to works that result in obtaining images within Sholom Park.

B. Photographer: For the purpose of this Application and any Permit issued based upon the Application, a Photographer shall include any person, employee or agent operating or conducting a photography business. The term also includes a professional photographer.

C. For the purposes of this document, photography refers to any form of image captured via cameras, video recording devices, etc.

2. FEES:

Fees charged are subject to change or adjustment. At the time the Application is submitted, the APPLICANT shall submit the entire fee, plus applicable sales tax. Fees are non-refundable. Fees plus sales tax shall be made by cash, money order or check, payable to Horticultural Arts & Park Institute, Inc.

3. DAMAGE AND CLEAN UP CHARGES TO PERMIT HOLDER:

The PERMIT HOLDER shall be responsible to pay HAPI for all damages and clean up charges caused by the PERMIT HOLDER, the PERMIT HOLDER's employees, agents and guests caused during all times for which the PERMIT has been issued. PERMIT HOLDER shall be obligated to clean the area of the PARK used and return it to the same condition as when it was made available for use. All items and materials used during the photography, filming and videoing process shall be cleaned immediately upon completion of photography, filming and videoing. PERMIT HOLDER or its employees or agents shall not use nails, tacks, staples, or other implements that may damage any PARK equipment, trees, bushes or structures. Non-biodegradable materials, i.e. balloons, confetti, shall not be permitted on any of the lawns and gardens of the PARK. It is the obligation of PERMIT HOLDER to inform its employees, agents or guests of this requirement.

4. TIME:

Photography, filming and videography shall be permitted to take place only during the PARK's regularly scheduled operating hours.

5. NON-EXCLUSIVE USE OF THE PARK:

It is possible that more than one photography event may be permitted in the PARK at the same time. Further, the PARK shall also remain open for all visitors.

6. SCHEDULING PHOTOGRAPY EVENTS:

HAPI reserves unto itself the sole and exclusive rights to schedule events in the PARK. If a PERMIT HOLDER requests to schedule multiple photography sessions, PERMIT HOLDER must submit an **Application for Event Permit** to HAPI at least 30 business days in advance. Multiple "sessions" refers to photography/videography marketed to multiple paying clients. HAPI reserves the right to deny event permit(s) in its exclusive determination.

7. FURNITURE & SET UP:

HAPI does not supply tables, chairs, or other furniture. HAPI shall not set up or take down any furniture: nor shall HAPI be responsible for damage to any items brought into the PARK to be used for the event for which the PERMIT is issued.

8. PLANT LIFE:

Neither PERMIT HOLDER nor its employees, agents or guests shall injure, cut or remove any flowers, bushes or other vegetation growing in the PARK. PERMIT HOLDER shall be obligated to inform its employees, agents and guests of this requirement. HAPI reserves the right to revoke the PERMIT and charge damages for any violation of this requirement.

9. PETS:

PERMIT HOLDERS wishing to use pets or animals to be included in photography, filming or videography must receive approval from HAPI.

10. DRONES:

Drones are prohibited in the PARK.

11. PROHIBITION OF ILLEGAL DRUGS AND ALCOHOLIC BEVERAGES:

SHOLOM PARK IS A FAMILY-FRIENDLY PARK THAT WELCOMES ALL FAMILIES AND CHILDREN. UNDER NO CIRCUMSTANCE ARE ILLEGAL DRUGS OR ALCOHOLIC BEVERAGES PERMITTED TO BE BROUGHT INTO OR CONSUMED WITHIN THE PARK. PERMIT HOLDER SHALL NOT ALLOW ANY ILLEGAL DRUGS OR ALCOHOL AT THE PHOTOGRAPHY EVENT. THE PERMIT, ITS EMPLOYEES, AGENTS AND GUESTS JOINTLY AND SEVERALLY SHALL INDEMNIFY AND HOLD HARMLESS HAPI, AND ANY AND ALL OF ITS EMPLOYEES AND AGENTS FROM ANY LOSS, DAMAGE, CAUSE OF ACTION, LIABILITY, FEES, EXPENSES OR ANY OTHER COSTS, INCLUDING ATTORNEY FEES THROUGH APPELLATE PROCEEDINGS RESULTING IN ANY WAY FROM THE VIOLATION OF THIS REQUIREMENT.

12. CANCELLATION POLICY:

All fees paid to HAPI are non-refundable, regardless of whether an event was cancelled or HAPI is not able to provide the precise location for an event.

13. INDEMNIFICATION TO HAPI:

PERMIT HOLDER, its employees, agents and guests shall indemnify HAPI and hold it harmless for any loss, damage, action, cause of action, claim, claims, fines, penalties, attorney fees and costs through appellate proceedings resulting from any actions or actions occurring during the event. PERMIT HOLDER shall defend HAPI, the Directors of the PARK, its employees and agents and all related entities of or to the PARK against any claim or claims, actions or causes of action, loss or damage. HAPI shall be entitled to select legal counsel of its choice.

14. GOVERNING LAW:

This Application and any PERMIT issued pursuant to the Application or any denial or revocation of the PERMIT shall be governed by the laws of the state of Florida. Venue of any action shall be solely in the Courts of appropriate jurisdiction in Ocala, Marion County, Florida.

15. ALTERNATIVE DISPUTE RESOLUTION:

Any dispute involving this Application, the issuance, denial or revocation of the PERMIT shall be submitted first to mediation before a Circuit Court mediator in Ocala, Marion County, Florida. Should mediation result in an impasse, the matter shall be to the Circuit Court having jurisdiction. Each party shall pay its own attorney's fees.

16. AMENDMENT/MODIFICATION:

This Agreement represents the entire agreement between the parties in regard to the matters contained herein. This Agreement shall not be amended or modified except in writing signed by all parties hereto.

17. CONSTRUCTION OF LANGUAGE:

The language contained herein shall be construed in accordance with its fair meaning.

IN WITNESS WHEREOF, this Application has been submitted as of _____,
20____.

APPLICANT(S) SIGNATURE(S)
BY:

Print Name & Title (if applicable)

Print Name & Title (if applicable)

FOR HAPI USE ONLY BELOW THIS LINE:

APPLICATION APPROVAL/DENIAL

APPLICATION APPROVED: _____

APPLICATION DENIED: _____

REVIEWED: _____ DATE: _____

for HORTICULTURAL ARTS & PARK INSTITUTE, INC.