



CINNAMON SHORE

Commercial Photography/Videography Agreement

Welcome! At Cinnamon Shore we offer photographers and their clients access to many lovely areas, from our lakes to our beautifully maintained grounds and dune walkovers, you're sure to find the perfect backdrop. Whether you're interested in photographing engagements, family portraits, senior pictures, or more, we'd love to welcome you and help you preserve these special moments. **To engage in a portrait photography session a reservation is required and the photographer is subject to a site fee to obtain a permit. This fee is applicable whether your clients are staying on property or off of property.**

A permit is required if the photographer comes to the property with the intention of:

- Taking pictures for the purpose of selling them. Whether pre-purchased or sold at a later date.
- Creating images for commercial advertisement or marketing.
- Providing a service for which they will be paid for or receive compensation of value.

A permit is not required for:

- Special occasion photography/videography taken within a rented or reserved area of the property for an event. I.E. a wedding booked at Cinnamon Shore.
- Any guest or owner staying on property taking photos themselves, without a hired photographer, for recreational, hobby or student purposes and may not sell their photos at a later date.
- Members of the news media on official business

Commercial Photography/ Videography

A photography studio, production company, advertising/publicity firm or filming crew, hired by a client to create a product for profit, or a business owner or employee working on property to create images for the purpose of commercial sale are required to have a permit and provide a certificate of liability insurance naming Cinnamon Shore, LLC and all of its' entities as additional insured in order to operate on Cinnamon Shore Property. Aerial photography is not permitted within property limits without prior written consent, and therefore, this permit will not allow for the use of a drone or similar device. Permits can be obtained only after completing the

application process and gaining approval. Permits are issued on a day to day basis and are valid only for the date they are purchased. The fee is non-refundable. A permit does not guarantee exclusive access to any part of the property, nor does it guarantee any exclusive time frame. Other photography sessions and/or site activities may be taking place at the same time. Please note that Cinnamon Shore employs a team of portrait photographers that will have sessions reserved at specific areas of the property at specific time slots. Therefore, outside photographers and their clients may be asked to vacate an area for a short period of time in order for Cinnamon Shore photographers to complete their reserved session. We will do our utmost best to ensure this is a kind and courteous experience for all involved and we ask that you adhere to the same standards.

Regulations and Guidelines

- The photography permit is nontransferable, and you should have either a printed or digital copy of your permit with you whenever shooting on Cinnamon Shore property. Cinnamon Shore reserves the right to request to view your permit at any time while on property.
- All Cinnamon Shore and/ or City Open Space Rules and Regulations must be followed.
- The holder of the permit is liable for any damage to Cinnamon Shore or private residences' property they or their clients may cause during a photo session.
- The holder of the permit is liable for any injuries that they or their clients incur while on property.
- All camera equipment must be handheld or mounted on a person, monopod, or tripod. No aerial masts, drones, or other types of aerial photography are permitted without additional prior written permission. Please note that drone permits are rarely if ever issued unless there is a direct benefit to Cinnamon Shore for doing so.
- No vehicles are permitted on grass, sidewalks or other areas not designated as vehicle parking areas, unless authorized in writing prior to the shoot.
- No photography is permitted on private homeowners properties or other areas not open to the public without prior permission.
- Any misuse of Cinnamon Shore property or failure to comply with these regulations will result in revocation of photography permit and expulsion from the property. Your permit may be revoked at any time by any Cinnamon Shore staff person if they feel you have a significant negative impact on other guests' or owners' experience or if you

are not sharing the space cordially with other visitors or photographers.

- Large shades, backdrops, furniture, or other props that cannot be easily carried and quickly moved by one person are prohibited.
- No signs, banners, directional arrows, distribution of printed material to the general public, or other forms of commercial advertising are permitted.
- Cinnamon Shore guests and owners are not to be prevented from using facilities, spaces, trails, bridges, boardwalks, overlooks, amenities, etc., and property employees are not to be prevented from completing their work as a result of the shoot. This includes, but is not limited to, active Cinnamon Shore photographers.
- Photos or films must not include any identifiable guests or owners without their prior permission.
- Nothing in the final photo or video should imply a partnership between Cinnamon Shore and your company. It should be clearly understood that Cinnamon Shore in no way endorses any product or service connected with commercial photography.

Insurance Requirements

- \$1,000,000/ \$2,000,000 for General Liability
- \$1,000,000 for Worker's Comp
- \$1,000,000- \$5,000,000 in Umbrella Coverage

Cinnamon Shore, LLC and its' entities will be named as additional insured on the filming party's liability insurance policy. The following entities shall be named as additional insured; along with all employees and volunteers working with or under the applicants name.

- Cinnamon Shore, LLC
- Cinnamon Shore Rental, LLC
- Mustang Island Development, Inc
- Mustang Island Development II, Inc
- Cinnamon Shore Reality, LLC
- Cinnamon Shore Properties, LLC

- Sea Oats Management, LLC
- Cinnamon Shore Community Association, Inc
- Cinnamon Shore Condominium, Inc.
- Cinnamon Shore Condominium II, Inc.
- CSHS South Condominium Community, Inc.
- Lively Beach Management, LLC
- Lively Beach Community, Inc.

To the fullest extent permitted by law, I agree to defend, pay in behalf of, and hold harmless Cinnamon Shore, LLC and its' entities, against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from and employees, by reason of personal injury and death; and property damage, including loss of use thereof, which arises out of the alleged negligence of Cinnamon Shore, LLC and, or in any way connected or associated with this agreement. Cinnamon Shore, LLC and its' entities will be named as additional insured on the filming party's liability insurance policy and provide proof of insurance prior to shooting. It is understood and agreed that the aforementioned entities shall be additional insured; along with all employees and volunteers working with or under the applicants name. My signature below indicates that I am 18 years of age or older and have read the above information concerning shooting or filming on Cinnamon Shore property and agree to the conditions and regulations stated.

Signature_____

Date_____

Application for Commercial Photographers/Videographers

Business Name: _____

Business Address: _____

Business Phone: _____ Business Email: _____

Please list all photographers/ videographers and assistants affiliated with your business that will be shooting on property. Please note that any persons listed must be covered by your liability insurance.

Owner: _____

Phone: _____ Email: _____

Name: _____

Phone: _____ Email: _____

Name: _____

Phone: _____ Email: _____

By signing I am indicating that I have read the Commercial Photography and Videography Agreement and agree to abide by these and other applicable regulations of Cinnamon Shore. I also agree that I am solely responsible for the actions of any photographers working under my business name that are listed on this application. It is my responsibility to ensure they abide by these and other applicable regulations of Cinnamon Shore.

Signature: _____ Date: _____

Please submit a copy of your liability insurance with this application.

Application Approved By: _____ Date: _____

