

## PHOTOGRAPHY AND FILMING AGREEMENT

Photography and filming for advertising or other commercial purposes is permitted at the Kauffman Center for the Performing Arts (Kauffman Center) under the following conditions:

Exterior Personal Use Photography	No charge
- Architectural pictures	
- Wedding parties	
- Personal pictures (prom, engagement, etc)	
Inside Personal Photography (1 hr max)	No charge
- Architectural pictures	
- Wedding Parties	
- Personal pictures (prom, engagement, etc)	
Portrait Photography	No charge*
- Wedding Parties	
- Personal pictures (prom, engagement, etc)	
Commercial Photography	\$500 minimum per half-day*
- Any photo used in print, magazine or television advertising, website or promotional items	
Filming	\$1500 minimum per half-day* (\$3000 for over 4 hours)
- Any non-personal use	

\*Facilities are rented in half-day (4 hour) increments. Fees may be increased depending on the scope of the project or for additional staffing costs that are deemed necessary by Kauffman Center.

- All requests must be received at least two weeks before the scheduled date.
- All photography and film shoots must be approved by the Marketing Director and reviewed by additional Kauffman Center directors to clear availability and safety issues.
- The Kauffman Center is a fully operational performing arts facility and there will be staff and performers present during most shoots. Every reasonable effort will be taken to ensure a successful shoot and provide the photographer and/or filmmaker with a setting that is consistent with the intent of the shoot.
- A designated staff member from the Kauffman Center must be present as a constant escort while any crew or individual photographer is working. Depending on the shoot, a security guard might also be deemed necessary by Kauffman Center as well as other additional costs.
- No production sets, visiting artists or art on loan to the Kauffman Center may be photographed except with special permission, obtained in writing prior to the shoot.

- Kauffman Center property, technology and facilities may not be handled in any way except by authorized personnel of the Kauffman Center.
- Commercial filming and photo shoots must be scheduled for Mondays, Tuesdays and Wednesdays between 11:00am and 5:00pm. Inside personal filming and photo shoots – such as wedding parties – are subject to availability. External personal filming and photo shoots can take place at any time providing the business of the Kauffman Center is not impeded.
- Payments must be made in advance, payable to the Kauffman Center for the Performing Arts.
- Kauffman Center does not provide power or generators for equipment.
- Photographers/film crews must bring their own light meters. No lighting will be set up or used without use of a light meter. A pre-shoot list is encouraged and a walk through session can be arranged.
- The Kauffman Center reserves the right to review the final product to ensure it does not violate brand standards and usage policies.
- If a photographer or crewmember violates these rules, the photo shoot/filming will be halted immediately and may be terminated without refund of any fees if the rules violations are not satisfactorily addressed. Permission to photograph on future occasions may be withheld.
- Prior to the day of the shoot, a list of all crewmembers must be submitted to the Kauffman Center.
- Food and drinks are not allowed in Muriel Kauffman Theatre and Helzberg Hall.
- CLIENT SHALL INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO THE APPLICABLE PROTECTED PARTIES) AND HOLD HARMLESS KAUFFMAN CENTER AND ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS (COLLECTIVELY, THE “PROTECTED PARTIES”) FROM AND AGAINST, AND WAIVES AS TO ALL PROTECTED PARTIES, ANY AND ALL LIABILITIES, CLAIMS, DAMAGES, COSTS AND EXPENSES, INCLUDING WITHOUT LIMITATION , REASONABLE ATTORNEYS’ FEES, RESULTING FROM OR IN CONNECTION WITH THE EVENT, CLIENT’S OR CLIENT’S GUESTS’, INVITEES’, VENDORS’ OR AGENTS’ ACCESS TO OR USE OF THE CENTER OR THE LOCATION, CLIENT’S BREACH OF THIS AGREEMENT, OR THE INTENTIONAL MISCONDUCT OF CLIENT OR CLIENT’S GUESTS, INVITEES, VENDORS OR AGENTS, EVEN IF SUCH APPLICABLE LIABILITIES, CLAIMS, DAMAGES, COSTS AND EXPENSES ARE ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, JOINT, CONCURRENT, OR COMPARATIVE ORDINARY NEGLIGENCE OF THE APPLICABLE PROTECTED PARTY. KAUFFMAN CENTER MAY, AT ITS SOLE DISCRETION, MAKE IT A CONDITION FOR ANY THIRD PARTY VENDOR, AGENT OR EMPLOYEE OF CLIENT TO HAVE ACCESS TO THE LOCATION OR THE CENTER THAT SAID VENDOR, AGENT OR EMPLOYEE SIGN AND DELIVER TO KAUFFMAN CENTER A

FORM OF WAIVER AND INDEMNITY AGREEMENT SATISFACTORY TO KAUFFMAN CENTER.

**AGREED AND ACCEPTED:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date of photo/film shoot

\_\_\_\_\_  
Company

\_\_\_\_\_  
Time of photo/film shoot

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized area/location of activity

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kauffman Center authorization signature

**FEE:** \_\_\_\_\_