

Fees and Contact Information

Personal, Amateur and Recreational Photography

Guests may take photos for personal use according to the photography and film policy. General admission payment is required (visit meijergardens.org for current admission and membership fees). A **Photography Agreement** is not required.

Photos must be taken during regular operating hours. Special arrangements outside of regular operating hours can be made by appointment through Visitor Services at (616) 957-1580. Additional fees apply. Subject to availability.

Special Occasion Photography

(weddings, senior pictures, portraits—without a facility rental agreement)

By appointment only. Please contact Visitor Services at (616) 957-1580 to enter into a **Photography Agreement**. A fee of **\$300**, for two hours or less, will provide non-exclusive use of Meijer Gardens. Depending on staff availability, the nature of the shoot and size of the group, a security guard may be assigned to oversee the shoot and guide you to approved locations. Additional fees will apply.

Special Occasion Photography

(weddings, senior pictures, portraits—with a facility rental agreement)

By appointment only. Contact the Facility Rental office at (616) 977-7690 to enter into a **Facility Rental Agreement**. Standard facility rental fees apply. Photography and filming fee may be waived if associated with a paid room/facility rental.

Commercial Photography

By appointment only. Contact the Communications Group at (616) 975-3155 to enter into a **Photography Agreement**. A fee of **\$500**, for two hours or less, will be required and may or may not provide exclusive use of Meijer Gardens. Additional fees will be assessed for extended timeframes, setup, cleanup, transportation, room rental, catering or security. Photography and filming fee may be waived if associated with a paid room/facility rental.

Meijer Gardens may assign a Communications representative to oversee the production and guide you to approved locations.

Use of Existing Photos For Commercial Purposes

We define "Commercial Use" of images, or the Meijer Gardens logo, as those taken at Meijer Gardens which will be published, sold, reproduced, transferred or distributed. Commercial use of all images requires express, written consent by Meijer Gardens. A **Photography Agreement** must be signed when photos or videos taken at Meijer Gardens are to be used commercially (including publications) and/or sold to an outside source, even if originally shot for personal use. A fee of \$300, or 15% of total sales (whichever is greater), will be charged.

Credits lines are required and must be approved approved by the Communications Manager. Other restrictions outside of Meijer Gardens' control may apply, including (but not limited to) licensing rights, copyrights and contractual agreements.

Obtaining Permission for Commercial Use of Photography and Film

Submit, in writing, an explanation of how and where the photos will be used. Provide names of programs, websites and publications. Include your name, address, phone number and e-mail address. E-mail the information to photos@meijergardens.org or fax to **(616) 957-5792**, **Attn: Communications Manager**. Once your request is reviewed you will be contacted.

Section C (Frederik Meijer Gardens & Sculpture Park Use Only)

The following photographs have been sent/approved for commercial use:

Application Date _____ Approval Date _____

Notification Date _____ How Notified? _____

Event Date _____

Special Conditions _____

Authorized Signature _____ Date _____



1000 East Beltline Ave NE
Grand Rapids, MI 49525

E-Mail: photos@meijergardens.org
Phone: (616) 957-1580
Fax: (616) 957-5792

FREDERIK MEIJER GARDENS & SCULPTURE PARK

Photography and Film Policy

APPLICATION AND AGREEMENT

Frederik Meijer Gardens & Sculpture Park (Meijer Gardens) is a non-profit organization whose purpose is to promote the enjoyment, understanding, and appreciation of gardens, sculpture, the natural environment, and the arts. Our grounds and facilities are desirable, popular locations for photography, cinematography and videography shoots, and are offered on a limited basis as outlined in this policy.

The safety of our visitors and the quality of their experience at Meijer Gardens are of the utmost importance. To ensure a pleasant experience for all guests, photography must be conducted without disruption to Meijer Gardens' operations or limitation to the accessibility of exhibitions, stairwells, entrances/exits and high traffic areas. Photography is not allowed in galleries or in temporary exhibitions. We reserve the right to refuse permission or terminate a shoot at any time if it is not in the best interest of guests, donors, artists represented in our collection, or conflicts with Meijer Gardens' mission. Please comply with the etiquette guidelines outlined in the *Visitor's Map and Guide*.

No film, video or photography may show any part of any artwork without express written consent by Meijer Gardens. Violations of this policy will result in a cease and desist request. Meijer Gardens reserves the right to approve final content for anything in which images of Meijer Gardens will appear.

These rules are subject to change without prior notice at the discretion of Meijer Gardens. Please check with the Admissions Desk upon entry to obtain a free, updated copy of this pamphlet to review the policy in effect at the time of your visit or appointment.

Photography Agreement

I, _____, have read and understand Frederik Meijer Gardens & Sculpture Park's (Meijer Gardens) **Photography and Film Policy**. I understand that I am prohibited from using photographs, film or video that shows any part of any artwork without express written consent by Meijer Gardens.

Payment Details. A signed **Photography Agreement** is due 5 business days prior to the day of your shoot. A non-refundable deposit of **\$100** will be required at the time signing. Photography and film sessions are assessed a **\$300** fee for two hours or less. Additional time is charged at the rate of **\$100** per hour, with a minimum billing increment of one hour. Additional fees may be applied for setup, transportation, room rental, catering or security.

Signs and Decor. Due to potential damage to Meijer Gardens property or danger to guests, the following items are not permitted for use:

Confetti, glitter, rice, birdseed, bubbles or plant bed décor
Lighting devices using open flames, such as lanterns, torches and tiki lamps
Tape, nails, putty, staples or tacks
Any signs/banners or other items hung on walls, windows or from the ceiling
Flammable materials, such as sparklers, straw, hay and evergreens
Aerosol cans such as spray glue, spray paint, etc.

Upon completion of the photo shoot, the client is responsible for removing all articles brought into Meijer Gardens.

Audio/Video and Technical Needs. Meijer Gardens is equipped with standard audio, video and sound inventories, to be operated by Meijer Gardens AV staff and coordinated by the Meijer Gardens facility rental staff. Additional fees apply, and a separate AV price list is available upon request.

Risk of Loss. Meijer Gardens does not assume responsibility for damage or loss of any merchandise, equipment, or personal articles left in the facility prior to, during, or following your event. Do not leave valuables unattended. A "lost and found" is located at the Admissions Desk in the lobby.

Insurance and/or Indemnification. In using Meijer Gardens for your shoot, you agree to assume complete financial liability and responsibility for any damage or loss of property (including plant material) belonging to Meijer Gardens, and for any personal injury incurred during or as a result of such use.

Meijer Gardens Etiquette *These guidelines and conditions have been developed to ensure the safety of our guests, the quality of their experience and the protection of Meijer Gardens' Horticulture and Sculpture collections.*

Please do not touch or climb on any sculpture. Help us conserve these artworks for future generations. Climbing on or touching the artworks can damage their structure and surfaces in many ways. Most works are not solid metal, but hollow casts that can be dented or bent. Artwork surfaces (metal, stone, other) can be damaged by zippers, buttons, jewelry, shoes and sneakers—even oils secreted by our skin. We especially do not want anyone injured.

Stay on pathways and mowed lawn areas. For your safety, and to help keep Meijer Gardens looking its best, do not wade, swim or attempt to cross any ponds, streams or waterfalls. Picking flowers or other vegetation is not allowed.

Shoes and shirts must be worn at all times.

Supervise children at all times. Children must be accompanied by an adult and be within reach at all times for their safety.

No food or drink may be brought in the sculpture galleries or indoor gardens. Please place all trash in the proper receptacles. Picnicking is allowed in designated areas only (see *Visitor's Map and Guide*).

No smoking. We are a smoke-free environment.

No pets. Guide or service dogs are welcome.

Do not feed or handle wildlife.

No bicycling, rollerblading, jogging, skiing, etc.

I have read the above and agree to comply with the terms and conditions of this agreement.

Authorized Signature_____ Date_____

Application and Agreement To Use Photos for Commercial Purposes

Frederik Meijer Gardens & Sculpture Park (Meijer Gardens) defines "Commercial Use" of images (including the Meijer Gardens logo) as those taken at Meijer Gardens which will be published, sold, reproduced, transferred or distributed, even if originally shot for personal use. Images/video from Meijer Gardens may be available for commercial use, subject to the conditions set forth in this agreement.

Permission to use photographs of Meijer Gardens and/or its logo will not be granted until this **Application and Agreement** is signed and submitted prior to reproduction/publication or within 15 days of receipt, whichever is earlier. A fee of \$300 per photo, or 15% of total sales (whichever is greater), will be charged.

The following additional conditions apply to any reproduction/publication of Meijer Gardens photographs/video where applicable:

Any reproduction/publication of Meijer Gardens photographs must bear a copyright notice as prescribed by the Copyright Law of the United States.

If the copyright is not held by Meijer Gardens, the applicant must obtain the written permission of the copyright holder before reproducing or publishing.

If the copyright to the photographs is held by Meijer Gardens, permission to reproduce or publish is granted for one time use only and is subject to the payment of appropriate fees. A separate application must be submitted for use in subsequent printings or revisions, and new editions, and will require an additional fee. Meijer Gardens reserves the right to refuse permission for further reproduction/publication if an applicant has not maintained acceptable standards of reproduction/publication, or has not observed the conditions set forth in this agreement.

Meijer Gardens photographs shall not be used to show or imply endorsements of any commercial product or enterprise, or to indicate that Meijer Gardens concurs with the opinions expressed in, or confirms the accuracy of any text used with the images. Meijer Gardens reserves the right to request a final proof for approval prior to publication and reserves the right to revoke permission to use the photographs.

The credit line "FREDERIK MEIJER GARDENS & SCULPTURE PARK/photographer's name" must appear in immediate proximity to the reproduction or in the section of the publication devoted to acknowledgements.

Any adjustment, such as cropping, overprinting, or bleeding of any photograph from Meijer Gardens' art collection must have prior written approval of Meijer Gardens. Details of the adjustment must be identified on the credit line.

Any manipulation of photographs MUST be requested in detail in advance and have written approval.

Failure to comply with the above conditions may result in the revocation of permission to use the photographs/video and the denial of application for future use.

I have read the above and agree to comply with the terms and conditions of this agreement.

Authorized Signature_____ Date_____

Please complete Sections A and B, and return to:

Frederik Meijer Gardens & Sculpture Park
Attn: Communications Manager
1000 East Beltline Ave NE
Grand Rapids, MI 49525

E-Mail: photos@meijergardens.org; • Fax: (616) 957-5792

Section A

Applicant's Name_____

Applicant's Title_____

Address_____

City, State, ZIP_____

Telephone_____

Publication Type_____ Publication Date_____

Publisher_____ Publication Title_____

Contact Name_____

Address_____

City, State, ZIP_____

Telephone_____

Section B

Permission is requested to use the following photographic/video images:
