POLLY'S PETAL PATCH LLC

Preferred Photographer Agreement, Property Rules & Liability Waiver

Photographer Name: _____

Photography Business Name: _____

Phone Number: _____

Email Address: _____

Date: _____

1. Purpose of Agreement

This Agreement establishes the terms and conditions under which approved photographers may conduct photography sessions at Polly's Petal Patch LLC (hereinafter referred to as "the Farm").

All photographers must complete the Preferred Photographer Application, provide proof of general liability insurance and sign this Agreement before receiving authorization to conduct photography sessions on the property.

Submission of an application does not guarantee approval. Photography privileges are granted at the discretion of Farm management, subject to applicable law.

2. Photographer Approval & Reservations

- Only photographers approved by Polly's Petal Patch may conduct professional photography sessions on the property.
- All photography sessions must be scheduled and confirmed in advance.
- Approval as a Preferred Photographer does not guarantee availability or exclusive access to the Farm.
- Photographers may not transfer, share or extend their booking privileges to another photographer.
- All applicable rental fees must be paid according to the terms provided at booking.
- Farm management reserves the right to suspend or revoke photography privileges for violations of this Agreement, subject to applicable law.

3. Rental Times, Arrival & Departure

- Photographers and their clients may enter the property only during their confirmed rental period, except where written authorization has been provided.
- Early arrivals are not permitted without prior approval.
- The photographer is responsible for communicating arrival and departure times to all clients.
- Setup, photography, breakdown and cleanup must occur within the designated rental period, except for any additional time expressly included in the booking.
- Unauthorized early entry or late departure may result in additional charges, where disclosed and agreed to in advance.
- Photographers must ensure all clients, guests and equipment have exited the property by the scheduled departure time.

4. Designated Photography Areas

- Photography is permitted only in areas specifically included in the confirmed reservation.

- The Farm is private property. Areas outside the designated rental space are strictly off-limits unless express permission has been granted.
- Photographers are responsible for ensuring their clients and guests remain within authorized areas.
- Entering restricted areas may result in immediate termination of the session without refund.

5. Ground Rules

- All areas must be treated with care and respect.
- Plants, containers, furnishings and decorations may not be moved or rearranged without prior approval.
- No picking, cutting, harvesting or removing flowers, foliage, vegetables or other plant material.
- No climbing on any structures, tables, shelving, benches or other fixtures that are not seating.
- No attaching decorations or equipment to any structures without permission.
- Electricity is not provided with rentals.
- Food, beverages and refreshments are not permitted inside the greenhouse unless specifically authorized.
- All personal belongings, props and equipment must be removed at the end of the reservation.
- All areas must be left in the same condition in which they were found.

6. Gardens, Flowers & Landscaping

Polly's Petal Patch is an active working flower farm. Protecting the gardens and growing areas is a priority. The following activities are prohibited:

- Picking, cutting, pulling or damaging flowers, vegetables or other plants without authorization.
- Walking, standing, sitting or placing equipment inside planted garden beds.
- Moving or removing plant supports, irrigation components, garden markers or other farm equipment.
- Allowing children or guests to handle, pull or damage plants.
- Entering growing areas that are not included in the reservation.

Photographers are responsible for communicating these restrictions to their clients before each session.

7. Children & Guest Supervision

- All minors must remain under the direct supervision of a parent or responsible adult at all times.
- Children may not roam freely throughout the property.
- Children are not permitted to climb on farm structures, fences, furniture, equipment or greenhouse fixtures.
- Children may not pick flowers, pull plants, disturb landscaping or enter restricted areas.
- Running, roughhousing or behavior that threatens the safety of others or the property is prohibited.
- The photographer must promptly address any unsafe or destructive behavior and notify Farm management of any damage or incident.

The Farm reserves the right to end a session if participants engage in unsafe or destructive behavior.

8. Animals & Farm Safety

- Personal pets and animals are prohibited unless specifically authorized in advance, except for service animals as required by applicable law.

- Photographers and clients may not enter animal enclosures, barns, pastures or fenced livestock areas without express permission.
- Feeding, touching, chasing or interacting with farm animals is prohibited unless specifically authorized and supervised.
- Gates must remain closed and secured.
- Farm equipment, tools, vehicles and machinery are off-limits.
- Photographers must inform clients that the property is an active agricultural environment with potential hazards, including uneven ground, insects, animals, plants and changing weather conditions.

9. Props, Decorations & Equipment

The following are prohibited without express written authorization:

- Confetti, glitter, rice, artificial flower petals or other materials that are difficult to remove.
- Smoke bombs, smoke cannons, fireworks, sparklers or open flames.
- Candles or other flame-producing decorations.
- Large installations, structures or equipment that may damage the property.
- Nails, screws, adhesives or attachments to buildings, greenhouse structures, fences or fixtures.
- Moving farm furniture, displays or decorations without permission.

All approved props must be removed and the area restored to its original condition before departure.

10. General Property Policies

- No alcohol is permitted on the property.
- Smoking and vaping are prohibited within the greenhouse, buildings and designated photography areas.
- All trash and personal belongings must be removed.
- Parking is permitted only in designated areas.
- Vehicles may not be driven onto lawns, gardens or other restricted areas.
- Photographers and clients must respect other guests, Farm staff and scheduled activities.
- Commercial events, workshops, styled shoots involving additional vendors and large group gatherings require separate written approval.
- Photography reservations do not authorize weddings, ceremonies or other events.
- Boudoir photography sessions are not permitted anywhere on the property.

11. General Liability Insurance

All approved photographers must maintain active commercial general liability insurance throughout the period in which they conduct photography sessions at the Farm.

- A current Certificate of Insurance must be submitted with the Preferred Photographer Application.
- Minimum required coverage is $1,000,000 per occurrence.
- Photographers must notify Farm management promptly if their coverage is canceled, expires or materially changes.
- Updated insurance documentation must be provided upon renewal or request.
- Where required by Farm management and available under the photographer’s policy, Polly’s Petal Patch LLC must be named as an additional insured for applicable photography operations, with supporting documentation.

Approval may be withheld or suspended if required insurance documentation is not provided or maintained.

12. Property Damage & Financial Responsibility

The photographer agrees to exercise reasonable care and to communicate all Farm policies to their clients and guests.

The photographer agrees to be financially responsible, to the extent permitted by law, for reasonable documented costs of repairing or replacing Farm property damaged through the negligent, reckless or intentional acts of the photographer, their employees, assistants, clients or guests.

This may include damage to:

- Any structures, furnishings and fixtures.
- Flowers, vegetables, plants and garden beds.
- Landscaping, fences and irrigation equipment.
- Buildings, decorations and other Farm property.

All damage or incidents must be reported to Farm management immediately.

The Farm will document damage and provide an explanation of any requested reimbursement. Nothing in this section makes the photographer responsible for damage caused solely by the Farm's own negligence or misconduct.

13. Assumption of Risk & Release of Liability

The photographer acknowledges that Polly's Petal Patch LLC operates an active agricultural property and that entering and conducting activities on the premises may involve inherent risks.

Such risks may include, but are not limited to, uneven walking surfaces, slips and falls, weather conditions, insects, plants, agricultural equipment, animals and natural outdoor hazards.

The photographer voluntarily assumes the ordinary and inherent risks associated with their own participation in photography activities on the property.

To the fullest extent permitted by North Carolina law, the photographer releases Polly's Petal Patch LLC and its owners, employees and authorized representatives from claims for personal injury or property damage arising from ordinary negligence in connection with the photographer's own authorized use of the property.

This release does not apply to gross negligence, reckless or intentional misconduct or any liability that cannot lawfully be waived.

This Agreement does not purport to release claims belonging to clients, minors or other individuals who have not signed it.

14. Photographer Responsibility & Indemnification

The photographer is responsible for conducting their business in a safe and professional manner and for communicating applicable property rules to clients and guests.

To the extent permitted by North Carolina law, the photographer agrees to indemnify and hold harmless Polly's Petal Patch LLC and its owners and employees against third-party claims, damages and reasonable legal expenses arising from the photographer's negligent or wrongful acts or omissions, or those of their employees or assistants, in connection with the photography session.

This obligation does not extend to the extent a claim is caused by the Farm's own negligence or misconduct.

15. Weather, Cancellations & Farm Closures

- Photography sessions are subject to weather conditions and operational availability.
- The Farm may restrict access or cancel a session when conditions present a safety concern.
- Photographers must follow the cancellation, rescheduling and refund terms provided at the time of booking.

- Refunds are only allowed for inclement weather. Reschedules are allowed within 30 days of original booking.
- No refund is guaranteed for sessions terminated due to a material violation of Farm policies, subject to applicable law and the applicable booking terms.
- If the Farm must close a reserved area due to unsafe conditions or circumstances beyond its control, the photographer will be offered the remedy specified in the applicable booking terms.

16. Compliance & Revocation of Privileges

Failure to follow this Agreement may result in:

- A warning or immediate termination of the session, depending on the nature of the violation.
- Suspension or revocation of Preferred Photographer status.
- Denial of future photography reservations.
- Responsibility for documented property damage where legally applicable.

Farm management may intervene when conduct threatens the safety of people, animals, plants or property.

17. Acknowledgment & Agreement

By signing below, I acknowledge and agree that:

- I have read and understand the Photographer Agreement, Property Rules & Liability Waiver.
- I agree to follow all applicable rules and communicate them to my clients and guests.
- I understand that the Farm is private property and that photography is limited to authorized areas.
- I understand that I must maintain the required liability insurance.
- I understand that I am responsible for supervising my photography activities and addressing client conduct.
- I understand that Preferred Photographer status may be suspended or revoked for policy violations.
- I understand the risks associated with conducting photography activities on an active farm.
- I voluntarily agree to the applicable assumption-of-risk and release provisions contained in this Agreement.

Photographer Printed Name: _____

Photography Business Name: _____

Photographer Signature: _____

Date: _____

Polly’s Petal Patch LLC — Preferred Photographer Program

This Agreement is governed by the laws of the State of North Carolina. It becomes effective upon signature by the photographer and acceptance by Polly’s Petal Patch LLC. The Farm may provide updated terms for future reservations, but changes to an existing agreement require appropriate notice and agreement.