

## **Wedding Photography Permit Request Form**

(Print clearly)

Name (Bride/Groom/Spouse 1)			Name (Bride/Gro	Name (Bride/Groom/Spouse 2 )		
Address: Street			Address: Street			
City	State	Zip	City	State	Zip	
Telephone Home		Mobile	Telephone Hom	ne I	Mobile	
E-mail			E-mail			
DATE of SHOOT	mm/dd/yyyy					
Arrival Time			Departure	Time		
arrive. Should you arrive at scheduled time, if personn arrival. If the party or the petc. must stay inside of the you arrive within 15 minut	fter your scheduled el are available and personnel do not weir vehicles until the es of scheduled de	d time of arrival, yet the party is willing ish/are unable to be decided start time you	rour time of departure of ng, then the 90-minute start at this earlier time or unless told otherware considered a no she lect up to 3.	te intervals from the time yodoes not change. If you arrive session will begin at the time, the party, photographers, wise by Old Westbury Garde ow and will forfeit the full fe	e before your e of your actual videographers, ns personnel. If e.	
	tions and their ava	ailability. Please n	ote that the Garden is a	t guarantee availability. Upo a public place where visitors	•	
☐ Walled Garden	☐ Rose Ga	arden	☐ Cottage Garde	en		
☐ South Lawn	☐ Colonna	ide	Other (indicate):	:		

#### RAIN POLICY

Due to the restoration of the roof of Westbury House in 2019 no interior locations are available. No refunds will be given if the shoot is cancelled within twenty four (24) hours of scheduled start time. In case of rain you may reschedule for another date and time based on location availability and Garden approval.

#### **GUESTS & VEHICLES**

Number of Guests arriving for photographs:	ADDITIONAL FEES: Applies for 21 or more guests	
3 1 3 1	\$50.00 for additional one (1) to four (4) guests	
	\$75.00 for additional five (5) to nine (9) guests	
	\$100.00 for additional ten (10) to fourteen (14) guests	
	\$200.00 for additional fifteen (15) to nineteen (19) guests	
	\$250.00 for additional twenty (20) or more guests	

## PHOTOGRAPHERS/ TRANSPORATION COMPANY/AGENTS

#### **Policies Regarding Photographer and Vendors**

- A 10% discount to the permit fee will apply for use of preferred photography studio. For list of preferred studios visit oldwestburygardens.org
- Please inform all photographers and videographers that **drones** *are not* permitted.
- Any commercial use of photographs or video recordings taken at Old Westbury Gardens during the session by the User, member of the wedding party or the photographer or videographer is prohibited without prior written consent of Old Westbury Gardens.

			<del> </del>		
Photographer/Studio			Videographer/Studio		
Address: Street			Address: Street		
City	State	Zip	City	State	Zip
Telephone			Telephone		
Transportation Company			Wedding Planner/Company		
Address: Street			Address: Street		
City	State	Zip	City	State	Zip
Telephone			Telephone		

# SCHEDULE OF FEES For a 90-minutes photography session permit.

Arrival time	Fee
9 AM-3 PM	\$325.00
After 3:30 PM	\$450.00
No arrivals permitte	d before 9:00 AM after 5:30 PM.
\$75.00 for additional \$100.00 for additional	al one (1) to four (4) guests al five (5) to nine (9) guests nal ten (10) to fourteen (14) guests nal fifteen (15) to nineteen (19) guests \$250.00 for additional twenty (20) or more guests
Overtime (if permitt	ed): \$250.00 per hour; charged per hour and cannot be prorated.
PAYMENT	
Payment for the per permit.	mit can be made by check or credit card. Full payment is required to confirm the date and time for the
$\square$ Check in the amo	unt of \$ made payable to Old Westbury Gardens enclosed.
☐ Charge \$	to the credit card listed below (Visa, MasterCard, American Express, Discover).
Credit Card Number	: Expiration Date:
Card Security/Verific	cation Code (3 digit number on back of Visa/MC/Disc; 4 digits on front of AMEX):
Cardholder Name: _	
Signature of Cardhol	der:

#### TERMS and CONDITIONS Effective February 2019

Carefully read and review the following terms and conditions. Your signatures indicates your agreement and compliance.

**Permit Reservations** Old Westbury Gardens reserves the right to refuse or cancel any wedding photography permit with legitimate cause. All permit requests are accepted on a "first come, first serve" basis.

Conduct Old Westbury Gardens will assign at least one staff member (hereafter "Guide") to accompany the Users and the Users' agents (photographer, videographer, wedding planner, wedding party and guests) while on the premises. The primary duty of the Guide is to ensure the protection of the collections, interiors, buildings, grounds and visitors of Old Westbury Gardens and to enforce the rules of conduct by the Users, the Users' party and agents. Failure to comply with instructions and decisions made by the Guide is grounds for rescinding permission to photograph or film and is cause for the Users and/or the Users' agents immediate removal from property. Such actions will forfeit the full location fee.

The Users' guests and agents must stay together and may not leave the group without the Garden Guide. The Users and the Users' guests and agents shall be respectful of others around them. The Users and the Users' guests and agents shall refrain from using foul/offensive language, fighting, obscene gestures, throwing objects and engaging in other behavior detrimental to the experience of other guests.

Old Westbury Gardens' staff has been trained to intervene when deemed necessary and to use its best discretion to help ensure that the Users and/or the Users' guests or agents who ignore this code of conduct do not interfere with other guests' ability to enjoy the Gardens. The Users or the Users' guests/agents who violate this Code of Conduct may be subject to ejection without refund and, to the extent their conduct constitutes a violation of law, may be subject to arrest.

Alcoholic beverages are prohibited on the premises. Old Westbury Gardens reserves the right to refuse admittance to any person or party deemed intoxicated. Unruly and/or intoxicated individuals will be asked to leave the premises immediately or will be escorted off by officials.

Smoking is not permitted beyond the parking areas. Food and/or beverages are not allowed inside Westbury House.

Absolutely no harm is to be done to any structure, plant, flower, or wildlife on the property. Picking, cutting, or trampling upon any flower or in any flowerbed is strictly prohibited. Rice, flower petals, confetti, birdseed or any other objects may not be thrown. The release of balloons is not allowed.

**Locations** Users selection of preferred garden locations does not guarantee availability. Please note that the Garden is a public place where visitors are welcome in all public areas, and that regular business continues during normal operating hours.

**Insurance and Liability** Old Westbury Gardens requires a valid Certificate of Insurance be submitted from the photographer, videographer and any hired transportation service specifically stating "Old Westbury Gardens, Inc. is hereby included as additional insured as their interests may appear with respect to operations performed by the named insured" and be listed for \$1,000,000.00 coverage. No photographs will be allowed without the certificate on file.

Users assumes all responsibility and liability for damages or injury to the Users' guests or agents (including photographers, videographers, limousine drivers, wedding coordinators, etc.), Westbury House, or the grounds and property of Old Westbury Gardens arising out of the Users' use of property, except for any such claims or such damage or loss arising from a pre-existing defect in the Premises, or from the negligence or willful misconduct of Old Westbury Gardens, its employees, agents or representatives.

Users agrees that the locations indicated on the contract are subject to availability and that Old Westbury Gardens reserves the right to determine alternate locations. The Guide assigned to the Users acts with the authority of Old Westbury Gardens to make decisions relating to the time of admission at selected locations. Priority will go to the preselected locations but are not guaranteed. Events scheduled for Old Westbury Gardens during the reservation time takes precedence. The Guide will use his/her discretion to bring the party to the best available locations. Photography is not allowed in the front of Westbury House.

**Fees** Full payment is due in order to receive a permt. The base location fee for the time selected includes admission for the entire wedding party and any other friends or relatives ("guests") on the property (up to 20 persons) during the session.

Should the number of the User's guests arriving at the session exceed the number of guests listed on the approved permit then payment must be made at the time of arrival by credit card or cash to your guide in accordance to the schedule of fees listed above.

**Time of Sessions and Overtime** Photography sessions are scheduled for 90 minutes. Sessions begin at the contracted time and not at the time of the User's arrival at Old Westbury Gardens.

In the case when Users and Users' guests and agents arrive early and if a Guide is available, the Users may request that the 90-minute session begin before the scheduled time. The departure time will then be 90 minutes from the new (earlier) start time. If the party or the personnel do not request or are unable to start at this earlier time, the User and the User's guests and agents must stay inside of their vehicles until the original scheduled time or otherwise directed by Old Westbury Gardens personnel.

Users may request overtime, however, Old Westbury Gardens reserves the right to refuse any overtime. If overtime is requested and approved, a fee of \$250.00 payable in cash or credit card will be due for each additional hour or part of an hour over the contracted time and is due at the time of the shoot.

No shows will forfeit the full permit fee. Users arriving within 15 minutes of scheduled departure time are considered a "no show" and will forfeit the full permit fee.

**Permit Changes by Users** Users may request to adjust the details of their contract following confirmation of permit request (e.g., guest count, permit times, etc.). Old Westbury Gardens will do their best but not guarantee to accommodate the requested changes. If requested changes cannot be accommodated, the Users may opt to cancel their permit session (see Cancellation and Refund Policy).

**Payment** A permit for the session will not be reserved until a signed contract and complete are received. A confirmation of the permit for the scheduled date will then be sent to the Users from Old Westbury Gardens with a confirmation number. This number, along with the copy of the signed contract, must be presented for admission to the Gardens.

Cancellation and Refund Policy Users who cancel a permit up to 7 weeks in advance will receive a full refund. Users who cancel between 49 days (7 weeks) and 24 hours before the permit date and time will receive the amount paid less \$150 cancellation fee. Cancellations made less than 24 hours will receive no refund.

Rain Policy There are not interior locations available in 2019. User does not indicate to forfeit the use of Westbury House in case of rain, User may reschedule or opt to cancel. In case of rain User may reschedule for another date and time based on location availability and Old Westbury Gardens approval.

Vehicles and Parking All guests should arrive at approximately the same time and use the same entrance gate. Vehicles may enter the Gardens using the 60 Post Road service entrance or the 71 Old Westbury Road entrance (10:00 a.m.–4:00 p.m., April–October). Oversized vehicles (e.g., limousines, buses, vans, trucks) must use the service entrance at 60 Post Road. The driver and/or owner of any vehicle that damages the main entrance gates is financially responsible for the repair of any damage to the gates. Upon arrival, all vehicles must be announced and will be escorted while on the property. All vehicles must obey the posted 15 mph speed limit, follow all posted traffic signs and remain on roadways at all times, unless told otherwise by the Guide. The Guide will direct all vehicles to the appropriate parking area. There will be no vehicles available to drive wedding parties and their guests around the grounds. Members of the party must be prepared to walk the grounds.

**Use of Photographs or Recordings** Photographs or video recordings taken on the grounds of Old Westbury Gardens or in Westbury House are for personal/private use. Any commercial use of photographs or video recordings taken at Old Westbury Gardens during the session by the User, member of the wedding party or the photographer or videographer is prohibited without prior written consent of Old Westbury Gardens.

**Miscellaneous** Facilities are not available at Old Westbury Gardens for the changing of clothing. There are limited restroom facilities on the grounds. Deliveries (e.g., floral deliveries) are not accepted for bridal parties. Drones are not permitted.

## **AGREEMENT**

We have read and agree to abide by the above terms and conditions as well as any decisions made by the management or guides of Old Westbury Gardens. A signed copy of this contract will be returned to us upon receipt of full payment with our confirmation number. Without this confirmation, Old Westbury Gardens has the right to refuse admission for photography.

Bride/Groom/Spouse 1: Signature	Bride/Groom/Spouse 2: Signature		
Date	Date		
	*****		
Old Westbury Gardens confirms your date for wedding photography!			
Amount Received:	Confirmation Number:		
<del></del>			
Representative:	Date:		