



THE TOLEDO ZOO

COMMERCIAL FILM & PHOTOGRAPHY AGREEMENT

The Toledo Zoo reserves the right to cancel any shoot at any time if it is not in the best interest of the Zoo animals or visitors, or if it defies the Zoo's mission or any of the guidelines outlined below:

1. **Agreement Date:**
2. **Production Company:**
 Street address:
 City/state/zip:
 Telephone/fax/e-mail:
 Authorized representative (name and title):
3. **Dates of Shooting at Zoo facilities:**
4. **Zoo locations to be used:**
5. **Use of film shot at the Zoo** (including program and/or segment name):
6. **Fee:** \$_____ paid as deposit (50% quoted fee) two weeks prior to shoot date and \$_____ balance due on the day of the final shoot. Any additional fees incurred during the shoot will be invoiced within 30 days of final day of shooting.
7. **Permission:** The Toledo Zoo ("the Zoo") grants permission to the production company named above ("Production Company") to use its facilities to film or photograph based on the terms, dates and the use stated in this agreement and on the application.
8. **Guidelines:** Production Company agrees to comply fully with the Zoo Commercial Film and Photography Guidelines (the "Guidelines"), which are attached hereto and made part of this agreement.
9. **Liability and Insurance:** Production Company agrees to pay the Zoo for all damages incurred by the Zoo as a result of its use of the Zoo and to defend, indemnify and hold harmless the Zoo and its officers, directors, agents and employees from and against any and all demands, claims, damages to persons and property, losses and liabilities arising out of its use of the Zoo. Production Company agrees to carry the insurance required in the Guidelines while filming at the Zoo. The Zoo assumes no liability for damage to or loss of property of Production Company or its employees. A signed Hold Harmless Agreement and copies of insurance certification are required.
10. **Protection:** Production Company agrees to abide by all rules established by the Zoo to protect its exhibits, animals and visitors and to coordinate the filming with the Zoo to minimize the impact on the Zoo and the experiences of its visitors. Production company also agrees to follow all instructions of Toledo Zoo staff during the filming process.
11. **Miscellaneous:** The entire agreement between the parties on the subject matter consists of this Commercial Film and Photography Agreement and the attached Commercial Film and Photography Guidelines. This agreement may be modified only by a writing signed by both parties, shall govern in the event of any conflict with any other documents signed by the parties, and shall apply to and be binding upon the heirs, personal representatives, successors and assigns of the parties. The parties' rights and obligations shall be governed by and construed in accordance with the laws of the State of Ohio. Production Company shall not assign this agreement or any obligations hereunder without the Zoo's express written consent. The prevailing party will be entitled to recover its reasonable attorneys' fees from the other party in any action to enforce or interpret this agreement.
12. **Additional Terms:** _____

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Andi Norman, Director of Marketing & PR

Date: _____

PRODUCTION COMPANY:

Name (please print): _____

Title: _____
(Must be authorized to bind company to agreement)

Date: _____