



# HISTORIC NEW ENGLAND

*Defining the past. Shaping the future.*

## SAMPLE FILM/PHOTO SHOOT CONTRACT

This letter will serve as a contract between **Publication/Production Company** and Historic New England, concerning usage of the [Insert name and address of property] (here and after "**The Property**"), for a film/photo shoot.

### **I. Location/Time Schedule**

A. Permission is granted to (Publication/Production Company) for the use of specified areas of The Property for:

[List date, time, number of staff from production company, etc.] [List use of film or photography].

B. Permission is not granted for any other use.

### **II. Usage of the Property**

A. (Publication/Production Company)'s usage of The Property is restricted by the following conditions:

1. Historic New England expressly prohibits eating, drinking, and smoking inside The Property. Historic New England expressly prohibits non-museum vehicles and equipment on the lawn and historic gardens at The Property.
2. (Publication/Production Company) shall take all necessary precautions and appropriate measures to safeguard the interior, exterior, and grounds of The Property.

### **III. Protection**

A. Heavy equipment must not be placed on any architecturally sensitive surfaces or fragile landscape areas. All floor surfaces shall be covered by protective material wherever heavy equipment is placed.

B. No organic material, including flowers, plants, live vegetation, animals etc, shall be introduced into the buildings. No alteration of the interior or exterior finishes of the property are allowed.

C. No flames of any kind shall be permitted.

### **IV. Furnishings and Fixtures**

Museum furnishings shall not be relocated without prior permission from Historic New England

staff. Publication/Production Company can request temporary removal of furnishings from their permanent locations, but the objects shall be moved by Historic New England staff.

#### **V. HISTORIC NEW ENGLAND Staff Role**

A. [Insert staff names] are the designated Historic New England staff for this shoot. Any decision made by Historic New England staff during the course of the shoot shall be considered final. Violations of any part of this Agreement or of any decisions made by the Historic New England staff shall result in the immediate termination of this Agreement. Termination of activity and use of The Property by Publication/Production Company shall be immediately enforced.

B. Publication/Production Company agrees not to enter The Property unless specific permission is granted by Historic New England's staff who must be present whenever the party is on the Property.

#### **VI. Insurance**

A. Publication/Production Company shall be responsible for obtaining liability and casualty insurance to cover the shoot at The Property, and shall assume all responsibility for liability and casualty damage incurred by its agents, staff, and employees, as well as any related damage, be it fire, theft, or casualty, to The Property, including but not limited to building fabric and furnishings.

B. Historic New England will be held harmless for any responsibility for personal injury and/or property damage, or any other type of damages which may occur during the use and occupancy of The Property and its grounds by Publication/Production Company.

C. Publication/Production Company shall provide Historic New England with a certificate of insurance before photography begins. The insurance company issuing the policy must be qualified to do business in Massachusetts and be of good standing, therein naming Historic New England as an additional insured party against injury to persons or damage to property as outlined in the policy. Insurance coverage of total minimum amount of one million dollars shall include comprehensive public liability, property damage liability, general employee indemnity, and Workmen's Compensation.

D. Historic New England assumes no liability for the condition of or damage to any property or equipment owned by Publication/Production Company while in use or storage at The Property.

E. Any accident or injury which may occur on The Property to any of Publication/Production Company's party, employees, or agents shall be reported to the Historic New England staff person immediately, and a written report shall be submitted to Historic New England by Publication/Production Company within 24 hours of such occurrence, such report to include cause, severity of injury, and action taken.

#### **VII. Utilities**

A. Publication/Production Company shall provide for all its lighting and equipment needs while at The Property and shall assume full responsibility for any and all expense involved.

B. Non-electrical illumination of any kind is not allowed.

#### **VIII. Fees**

A. Fees are: see attached fee schedule.

**IX. Credit**

A. Historic New England and The Property will receive appropriate credit and a copy of the publication/film.

B. There will be a written request to Historic New England's Public Relations Office before using these photographs/images in any other manner.

If the terms stated herein are acceptable, please signify your assent by signing this agreement and returning one copy to Historic New England, 141 Cambridge Street, Boston, Mass. 02114.

Thank you for your cooperation. We look forward to a mutually satisfactory arrangement and a successful session.

Signed and delivered in the presence of:

For the Historic New England:

\_\_\_\_\_  
Diane Viera  
Vice President and Chief Operating Officer

\_\_\_\_\_  
Date

For Publication/Production Company:

\_\_\_\_\_

\_\_\_\_\_  
Date