APPLICATION FOR PROFESSIONAL PHOTOGRAPHY PROPERTY USE PERMIT

Date of application:	Permit Number (office use):
	Date permit issued (office use):
Permit granted to: (Agency/Photographer/Client)	
Email Address:	Phone:
Physical Address:	
Applicant Name:	Applicant Signature:
NZ Contact Name (if different):	NZ Contact Phone:
Option1: Multi Session Permit	Option 2: Single Session Permit
☐ 10 x 30 min sessions \$800.00	□ 30 minutes \$100.00
☐ 10 x 60 min sessions \$1200.00	□ 60 minutes \$150.00
 Sessions are not permitted on Sunday (all day) nor Wednesday and Saturday from 1.00pm After payment, please collect your permit from the Guide at the church between 9am - 5pm. You may also purchase and pay for a Single Session Permit from the Guide between 9am - 5pm. 	
Purpose of photography covered by this Permit.	
□ Wedding□ Portrait/Family□ Editorial	□ Photography Tour / Workshop□ Advertising
3 Editorial	N.B. Any commercial photographic purpose other than Wedding or Portrait/Family photography is subject to approval and may incur additional fees.
Other use (specify):	Number of participants in group:
FEE PAYABLE BY DIRECT CREDIT TO: Mackenzie Cooperating Parish 03 1718 002 1905 00	
Permit approved on behalf of the Mackenzie Cooperating Parish (office use) Approved by: Signed:	
Any additional terms or conditions:	
Fee paid: \$	Payment method:

THE CHURCH OF THE GOOD SHEPHERD, LAKE TEKAPO Professional Photography Property Use Agreement

Agreement between the User (photographer or client) and the Mackenzie Co-operating Parish 59 Main St, PO Box 34, Fairlie 7949, New Zealand Ph: (03) 685 8389 Email: mackenzie.church@xtra.co.nz

The property is owned and managed by the Mackenzie Co-operating Parish, a member supported nonprofit church organisation that preserves, for Christian worship, public use and enjoyment, the exceptional scenic, historic and environmental value of Church of the Good Shepherd, Pioneer Drive, Lake Tekapo.

The Church of the Good Shepherd is available as a site for commissioned or in-kind professional wedding/portrait photography and for limited commercial photography. However, in order to provide the best possible experience for all visitors and contribute to the ongoing maintenance and preservation of the site, the following guidelines must be followed:

- 1. Whenever a photographer (the User) is commissioned to take wedding/portrait photographs and would like to use the Church of the Good Shepherd as a setting, the User (agency, photographer or client) must first pay a Permit fee and sign a Professional Photography Property Use Agreement, prior to using the site.
- 2. No more than 5 people (excluding the photographer) may attend the photography session. Only limited equipment will be permitted on the grounds surrounding the Church (that which can be carried by hand).
- 3. The User is not entitled to exclusive use of the property. The grounds will remain open to the public and other visitors rights to take personal photographs must be respected.
- 4. Each session within the Inner Church Grounds is limited to 1 hour.
- 5. The grounds will be closed to the general public between dusk and dawn. Night time wedding/portrait photography within the Inner Grounds is not permitted.
- 6. Considerations of public safety and the protection of the natural and man-made environment at the Church of the Good Shepherd shall have absolute preference over any of the User's activities. The Mackenzie Co-operating Parish reserves the right to monitor all of the User's activities and prohibit any use that it deems to be in conflict with the Church of the Good Shepherd and/or the Mackenzie Co-operating Parish operating policies, including but not limited to:
 - a. Conduct which disturbs the tranquility of the property or its enjoyment by others is prohibited. Please respect the site as a place of worship.
 - b. Littering is prohibited. Please take away all your rubbish.
 - c. Strictly NO SMOKING on the church grounds.
 - d. Alcohol is not permitted on the property at any time.
 - e. Cutting or removing vegetation is prohibited.
 - f. Drones are not permitted on the church grounds or within the Tekapo Village
 - g. Parking on grassed areas is prohibited
 - h. Strictly NO FIREWORKS.

- 7. The User shall be responsible for all of the actions and activities of their party (photographer, client and guests). The User agrees to assume all liability for any property or personal damage resulting from their use of the property. The User shall hold the Mackenzie Co-operating Parish harmless for any loss, injury, damage or expense arising out of his/her use of the property.
- 8. The photographer, clients and guest may park 1 vehicle in the visitor parking area provided on Pioneer Drive subject to availability. If there is no parking space available the User is responsible for finding other safe and legal parking. There is additional car parking available on the western side of the footbridge.
- 9. For individual sessions, contact the staff listed below for availability at least one week prior to the desired photo session date. Also, this agreement must be signed and returned at least 48 hours prior to the photography session.
- 10. The session's availability is on a first come, first served basis, based on receipt of payment. The Mackenzie Co-operating Parish reserves the right to limit the number of sessions occurring on the property at one time or over the course of a day. In the event of rain or snow you will have an opportunity to reschedule the date. For season passes, full payment is due upon receipt of this signed agreement. A letter of contract will be sent as proof of contract and a laminated Permit with lanyard issued. Annual Permit photo sessions are limited to 1 hour and require at least 48 hours notice of desired date and time frame, and are granted based on availability. The Mackenzie Co-operating Parish reserves the right to limit the number of sessions occurring on the property at one time or over the course of a day.
- 11. Photographer or client will be required to show the Permit upon request by staff.
- 12. Upon request, a copy of the photographed material should be made available to the Mackenzie Co-operating Parish.
- 13. The Mackenzie Co-operating Parish reserves the right to terminate the Permit agreement if the photography session is not conducted as specified in the Agreement.

Permit Area:

The Permit gives access to the **Inner Church Grounds** within the perimeter of and including the steps on the southern side (nearest the bridge) and the steps on northern side (nearest the lake). The interior of the Church is not permitted for photography of any kind.

The photographer must display the Permit lanyard when on the Church of the Good Shepherd site. The Multi Session Permit is valid for 1 year from date of issue.

Fees are **non-refundable** should the purchased number of sessions not be used. If the number of sessions is exceeded another Permit must be purchased.

14. After reading the above Professional Photography Property Use Agreement, please fill out the following form and return it with your payment in order to book a photography session(s).

TERMS AND CONDITIONS

The Mackenzie Cooperating Parish hereby grants to the Agency/Photographer/Client (the User) a temporary Licence to enter onto and to represent by still photograph or digital video the property and area known as The Church of the Good Shepherd, Pioneer Drive, Lake Tekapo herein referred to as the **Premises**.

The Mackenzie Cooperating Parish grants **the User** the right to make use of any still photograph or digital video taken or made at The Church of the Good Shepherd to fulfill the commissioned purpose. All still photographs or digital video will be the absolute property of **the User**; however the Mackenzie Co-operating Parish is entitled to be provided with a copy of the images or video upon request.

It is agreed by **all parties** that the still photographs or digital video may be used be used for commercial purposes. However written permission must be sought and obtained from the Mackenzie Co-operating Parish prior to any proposed commercialisation of the images for which this Licence is granted. Additional fees may be payable.

In consideration of the Licence granted by the Mackenzie Cooperating Parish herein, The **User** hereby indemnifies and keeps indemnified the said owner/agent from and against any actions, suits, claims demands, costs, charges, damages and expenses which the Mackenzie Cooperating Parish may be liable for in respect of any loss, damage, accident or injury of whatsoever nature or kind whether to property called **the Premises** by **the User**, its agents, servants, invitees or contractors.

The Mackenzie Cooperating Parish warrants that it is the registered proprietor of the **the Premises** and has express authority to act on the registered proprietors behalf in relation to this Agreement.

The User shall be liable for any loss or damage to the Premises during and in connection with the occupation of the Premises by the User, its agents, servants, invitees or contractors.

The User undertakes to leave the Premises in a clean and tidy condition, and agrees to make good any damage arising out of the use of the Premises by the User.