



GENERAL PHOTOGRAPHY APPLICATION

(APPLICANT MUST BE 18+ YEARS)

Park / Facility Location: _____

Rental Date: _____ Day of the Week: _____

Rental Time: ___ am/pm ___ am/pm Total Hours Rented: _____ Total Number of People on Site: _____

*Rental hours must include all time needed for scheduled photography session.

Applicant Name (will also be main contact for rental): _____

Business Name: _____

Address: _____ City: _____ Zip: _____

Email: _____ Phone Number: _____

Type of Activity: _____ Type of Equipment: _____

Props To Be Used: _____

Park/Facility Areas To Be Used: _____

COMMERCIAL PHOTOGRAPHERS

The Livermore Area Recreation and Park District requires commercial photographers to have a permit when taking photographs within any District Facility or Parkland. A commercial photographer is defined as any individual who will take video, film, photography or other capture of image, whether moving or still, with the objective to sell, make profit from, or barter, including but not limited to documentaries, commercials, television series and movies, motion picture, advertising, public service announcements, editorial, stock, portraits, etc. Permits will be issued to individual commercial photographers. Businesses will be required to purchase a General Photography Permit for each individual commercial photographer onsite; one permit does not encompass an entire business or multiple commercial photographers.

AGREEMENT AND RELEASE OF LIABILITY

The undersigned or, if signing for an organization, that organization, certifies that the above information is accurate and correct, and that the undersigned has read and understood the Park and Facility Rules and Regulations as set forth by Livermore Area Recreation and Park District pertaining to the use of District facilities.

It is further agreed that the applicant shall indemnify, defend, and hold harmless Livermore Area Recreation and Park District, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to the Applicant's use or occupancy of a facility or property controlled by the Livermore Area Recreation and Park District, unless solely caused by the gross negligence or willful misconduct of Livermore Area Recreation and Park District, its officers, employees, or agents.

Force Majeure: Notwithstanding anything to the contrary contained in this agreement, Livermore Area Recreation and Park District (LARPD) shall be excused from its obligations under this agreement to the extent and whenever it shall be prevented from the performance of such obligations by any Force Majeure Event. For purposes of this agreement, a "Force Majeure Event" includes but is not limited to fires, floods, earthquakes, pandemic, epidemic, civil disturbances, acts of terrorism, regulation of public authority, and other causes beyond their control. The undersigned waives any right of recovery against LARPD and the undersigned shall not charge results of "acts of God" to LARPD, its officers, employees, or agents.

Applicant Name: _____ **Signature:** _____ **Date:** _____

PARK AND FACILITY RULES AND REGULATIONS

I certify that I, the Applicant reserving with Livermore Area Recreation and Park District, am at least 18 years of age. I am responsible for adhering to all of the Park and Facility Rules and Regulations. Failure to comply with the District's Park and Facility Rules and Regulations will result in my permit being forfeit and cancelled, a refund will not be issued by the District, and I may incur additional citation fines. The Park and Facility Rules and Regulations are attached to this agreement for my review and understanding.

The following requirements include, but are not limited to, the following:

1. Applications will be processed on a first-come, first serve basis during business hours of Monday-Friday from 8:00am to 2:00pm. We require a minimum of 48 business hours for processing; applications submitted on a Friday may not be approved.
2. To reserve a date, Applicants are required to submit a General Photography Application and rental fees. If the fee is not received with the application, and/or there is a household balance on your account, new applications will not be approved and a permit will not be issued until the balance is paid in full. Applicants will be required to submit one (1) application for each rental date and the rental fee is applied to each rental date.
3. Applicants are required to submit a Site Safety Plan to District staff in accordance to the Alameda County Public Health Department's Health Order. Site Safety Plans are due no later than seven (7) days prior to the rental date. Failure to submit a Site Safety Plan will result in a cancellation of the rental and a refund will not be issued.
4. The Applicant shall comply with all local, state, and federal laws and regulations related to the use of the facility and public gatherings. The Applicant agrees to abide by all applicable local, federal, and state accessibility standards and regulations. The Applicant further agrees that it is solely responsible for reviewing and ensuring compliance with all applicable public health rules, regulations, orders, and/or guidance in effect at the time of the use of the facility including, but not limited to, physical distancing, limits on the size of gatherings, use of appropriate sanitation practices, etc. The District reserves the right to immediately revoke an Applicant's right to use of the facility under this agreement should the Applicant fail to comply with any provisions of this section.
5. Applicants and their guests are required to follow the current Alameda County Public Health Department's Health Order while participating in a facility reservation with the District. All individuals two (2) years and older are required to wear facial coverings at all times, except while eating or drinking and while taking photographs. Photographers and their guests are required to follow all physical and social distancing requirements throughout the duration of their rental.
6. A refund will not be issued for inclement weather or for a cancellation initiated either by the District or the Applicant. Applicants will have the option to move their rental date up to six (6) months after the original rental date. Failure to rebook the rental date within the six (6) month period will result in a cancellation and a refund will not be issued.
7. Each photographer will be required to submit an application for each photography session. Photography sessions are not exclusive; multiple photographers may be on the property.
8. The General Photography Permit is valid from sunrise to sunset, unless otherwise noted on the permit.
9. The Applicant and their guests are not permitted to enter any Facility or Parkland without a valid permit issued by the District. Applicants are required to disclose all areas of use within a District Facility and Parkland. This permit does not allow the Applicant and/or its guest to enter private property that is not owned and managed by the District.
10. Applicants who fail to utilize their permit on their specific date and time will not be issued a refund.
11. Application changes must be in writing by the Applicant and mutually agreed upon with the District prior to the rental date. Each application change request will be subjected to a \$50 change fee.
12. The Applicant will be held responsible for their group's conduct at all times. The Applicant and/or their group are not permitted to sit, stand, or swing on facility fences or railings, and climbing of any trees is prohibited.
13. The District is not responsible for any lost or stolen items; please lock your vehicles and do not leave any items within the facility unattended.

14. Vehicles are required to stay within designated parking areas; no driving into the facility for any reason.
15. A General Photography Permit does not grant authority to conduct business with the City of Livermore. Applicants will be required to obtain a business license through the City of Livermore if needed.
16. A District Facility or Parkland maybe closed at any time, with or without notice. District staff will make every effort to contact the Applicant ahead of time of any facility closures that may affect your permit date. If a closure occurs on behalf of the District, the Applicant will be offered an alternate date.
17. The General Photography Permit does not grant the Applicant any kind of exclusive use of any District Facility or Parkland; photographers are not permitted to interfere or impact normal facility operations and programs, and/or public use.
18. The Applicant and/or their group is not permitted to make any alterations to the park or facility, including but not limited to, moving any facility or park furniture, rocks, logs, vegetation, flowers, grasses, shrubs, trees, etc.
19. Applicants will be required to remove all decorations, debris, tables, chairs, outdoor signage, and/or any other equipment or supplies that were used for the rental. Garbage is to be placed in park trash receptacles. Applicants will not be permitted to store personal items within the facility overnight.
20. Smoke, mist machines, e-cigarette devices, tobacco or tobacco like products, or vapor type devices are prohibited in all District facilities, including but not limited to any buildings, parks, open space, sports fields, swimming pool, parking lot, side walk, trails, restrooms, and historical site or structure.
21. No smoking, unless in a place designated and posted or temporarily permitted for such use.
22. Confetti, glitter, sequins, sparklers, rice or birdseed is not allowed in any District Facility or Parkland.
23. Applicants and/or their guest are not permitted to leave any food or beverages within the facility.
24. Alcoholic beverages are not permitted during this rental.
25. Parking is not allowed in designated red zones. Violations are the responsibility of the driver/owner of vehicle parked illegally.
26. The Applicant will be held responsible for the cleanup and condition in which the facility is left in accordance to the Park and Facility Rules and Regulations. Failure to adhere to the cleaning guidelines or any damages that occur to the facility, including the parking lot, will result in the Applicant being charged for all damages and additional cleanup. Additional charges will be billed to the Applicant and a hold will be placed on the Applicant's household account for all future rentals and registrations with the District until the balance has been paid in full. Failure to pay the unpaid balance will result in the Applicant being sent to collections.

I understand that failure to comply with this application may lead to losing portions and/or all of my rental fees, incurring additional rental fees, and/or the cancellation of my permit without a refund. I have read and understand the Park and Facility Rules and Regulations set forth by the Livermore Area Recreation and Park District. I further understand that even if I delegate these responsibilities to another member within my organization or another service agency for which I have contracted, I still have the ultimate responsibility to return the facility to its original conditions.

Applicant's Printed Name: _____ **Signature:** _____ **Date:** _____