



500 S. Greenlawn Ave. • South Bend, IN 46615 • (574) 235-9800 • potawatomizoo.org

**Application for Commercial, Artistic, Photographic, or Broadcast Use
of the Potawatomi Zoo**

We are pleased to consider your request for permission to use our premises for commercial purposes providing you adhere to the policies and procedures outlined below. If permission is granted, it shall be subject to the terms and conditions stated herein.

Application procedure:

Requests for commercial use must be made in writing. Please send this completed form via email to info@potawatomizoo.org or by mail to Marketing & Communications, Potawatomi Zoo, 500 S. Greenlawn Ave., South Bend, IN 46615. The fee for use is \$250 unless waived by the Marketing and Communications Manager.

Contact person/Requestor: _____

Organization (if applicable): _____

Address: _____

Phone: _____ Email: _____

Type of project:

- Stock footage
- Television programming
- Television commercial
- Print advertisement
- Editorial photography
- Photography for sale
- Other (please specify): _____

Description of project, purpose, and specific use:

If this request is to shoot video, please include the following information. The Potawatomi Zoo may limit the amount of time available for video.

Date of shoot: _____ Alternate date: _____

Time including set up and striking: _____

Number and names of party/crew: _____

Exact location (s) requested (include estimated time at each location):

The Potawatomi Zoo requests a copy of the photographs/film and any accompanying text in the newsletter, magazine, or materials where the Zoo material appears.

PHOTOGRAPHER / ARTIST / PRODUCER (required)

DATE

POTAWATOMI ZOO REPRESENTATIVE (required)

DATE

Terms and Conditions:

- Agreement:** This Application constitutes the individual's and/or entity's listed below ("you" or "your") request to photograph animal(s), ground(s), and/or habitat(s) owned or controlled by the Potawatomi Zoo or Potawatomi Zoological Society (the "PZS") at the time(s), for the location(s), and for the purpose(s) described above (the "Activity"), and subject to the other terms and conditions stated below. This Application does not constitute an agreement between you and the PZS unless and until an authorized representative of the PZS has signed this Application below, and then only on the terms and conditions listed below.
- Permission:** Subject to the terms and conditions stated herein, the PZS grants to you permission to enter onto the specified locations at the specified times, and conduct the Activities. The permission granted constitutes a non-exclusive, revocable license, and does not constitute a lease or other property interest. The PZS retains all rights to privacy for property and animals, grounds and habitats used for commercial purposes.
- Release and Indemnification:** You and your personnel hereby release the PZS and its employees and staff from any and all damages arising out of or related to the Activity whether arising under contract, tort, willful misconduct strict liability, or otherwise. You and your personnel agree to hold the PZS, including its members, staff, volunteers, board, and guests harmless and indemnify them against any and all liability and loss which any such person may incur by reason of, arising out of, or related to the Activity, including, without limitation, the death or injury of any person or damage or destruction to any property caused by you or any party entering the property with your authorization.
- Limitations:** The Zoo's permission does not include, and you agree that you will not (a) conduct any activity other than the Activity; (b) use or employ any photographs or other works arising out of the Activity for any purposes other than those expressly listed in the Activity; (c) use the names

"Potawatomi Zoo" or "Potawatomi Zoological Society" or any of the PZS trademarks, service marks, logos, or other proprietary marks, except as expressly stated in these Terms and Conditions; or (d) photograph, distribute, or otherwise commercialize the likeness or other representation of any of the PZS's guests, patrons, employees, or staff without such person's separate, written consent.

5. **Access:** During regular zoo hours, filming must be conducted from public access areas in such a way so as not to interfere with zoo animals, guests, or staff. At no time will access or viewing by the visiting public be obstructed. Access to or filming behind-the-scenes, within animal exhibits and/or animal care areas is not permitted without prior, written approval, which may be granted or withheld in the PZS's sole discretion. You understand and agree that any Activities conducted from locations other than public access areas involve potential contact with wild and dangerous animals, and that such Activities could result in injury, including death, and destruction of your property.
6. **Props:** No animals, plants, balloons, or balls will be brought onto the property of the PZS without prior, written approval, which may be granted or withheld in the PZS's sole discretion.
7. **Credit:** You will acknowledge the PZS in your production, publication, web site or other promotional materials when requested by the PZS.

Photo credit to read: Potawatomi Zoo (logo for logo credit available upon request)

If the PZS provides you with written notice to cease any acknowledgement or other use of "Potawatomi Zoo" or "Potawatomi Zoological Society," you will immediately cease such uses.

8. **Zoo Image:** You agree that in no way, shape, or form will the topic or end result of the shoot portray PZS, its mission, exhibits, animals, or plants in a derogatory or disparaging manner. You agreed there will be no anthropomorphizing of any the PZS animal. Footage taken may in no way be used in means counter to the PZS mission, or in such a way that demeans or misrepresents the PZS, its animals, staff, or guests.
9. **Damages:** Applicant/photographer will not damage, destroy or remove any plants, animals, or property, nor will they interfere with the public's use and enjoyment of the facilities.
10. **Equipment:** Any use of electrical equipment or additional lighting must be approved in advance of shoot. Any/all cords or wires must be placed and guarded in such a manner so as not to alter the pathway and must eliminate risk to guests, animals, and PZS staff.
11. **Impact:** Any PZS administrator, manager, or PZS animal care professional may elect to abort any or all filming and related activities at any time if, in their sole judgment any person, animal, plant exhibit, property, or facilities are interfered with or damaged. The applicant agrees and understands to be bound by any such decision made by PZS personnel. The PZS makes every effort to accommodate all reputable ventures in this area. **The PZS reserves the right to abort any shoot/project, bar or expel personnel from the facilities, or prohibit release of the product with PZS credit, for failure to comply with this or other standing PZS rules and regulations.**

SIGNATURE AGREEMENT TO THE ABOVE TERMS AND CONDITIONS:

PHOTOGRAPHER / ARTIST / PRODUCER (required)

DATE

POTAWATOMI ZOO REPRESENTATIVE (required)

DATE