



## Smolak Farms, LLC

315 South Bradford Street

North Andover, MA 01845

978-682-6332

SmolakFarms.com

## Smolak Farms Photography Use Agreement

Smolak Farms is a privately owned agricultural property located in the hills of Essex County in North Andover, Mass. It is best known for its agricultural, historic, educational and scenic properties. It is available as a site for commissioned or in kind professional outdoor or indoor photography/portraits and as location sites for film and commercial productions.

1. The photographer/client must sign and adhere to this agreement whenever the property is used for professional purposes.
2. Check availability / book the date with the Education and Activities Office at 978-687-4029.
3. Photography Rates:
  - a. Friday, Saturday or Sunday: \$75 per hour; \$50 for each additional hour
  - b. Monday, Tuesday, Wednesday or Thursday: \$50 per hour; \$25 each additional hour
  - c. Season Pass: Up to 10 one hour sessions anytime; \$500
  - d. Extended Season Pass: Up to 20 one hour sessions anytime; \$700
  - e. Smolak Farm Labor, if available; \$50 per hour
  - f. Usage of our antique cars and/or tractors (employee must accompany User at all times): \$250 per hour
4. **A lanyard with a pass will be issued to the party for identification.**
5. No more than 20 people, including the photographer, may attend the photo session.
6. The User is not entitled to exclusive use of the property.
7. The Farm will remain open to the public.
8. Considerations of public safety and protection of manmade and natural resources at Smolak Farms shall have absolute preference over any of the users activities.
9. Smolak Farms reserves the right to monitor any of the User's activities and prohibit any use it deems in conflict with Smolak Farms Policies including but not limited to:

- a. Conduct which disturbs the tranquility of the property or its enjoyment by others is prohibited.
  - b. Littering is prohibited. Carry out that which you bring in.
  - c. Cutting or removing vegetation is prohibited.
  - d. Walking in restricted areas or buildings is prohibited.
  - e. Alcoholic beverages are not permitted without permission.
  - f. Nudity is prohibited
10. User will be responsible for all actions and activities of their party (photographer, client and guests). The User agrees to assume all liability for any property or personal property damage resulting from their use of the property. The User shall hold harmless Smolak Farms LLC for any loss, injury, damage or expense arising from use of this property.
11. The photographer, clients and guests shall only park in designated areas.
12. For individual contracts, this agreement must be signed and returned at least 48 hours prior to the photography session. The session's availability is on a first come, first served basis, based on receipt of check. In the event of rain, you will have an opportunity to reschedule. For season passes, full payment is due upon receipt of this agreement. A letter of contract will be sent as proof of contract. Photographers will be required to show letters upon request by staff.
13. All bookings must be paid in full before the time of the reservation. This is doable by credit card or check.

**Date of Request:**

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Preferred Date & Time of Use

**I have read and hereby agree to the terms and conditions set forth in this agreement.**

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\_\_\_\_\_ User's Signature  
 \_\_\_\_\_ Date

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Company or Group Name

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Address

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Phone \_\_\_\_\_ Email \_\_\_\_\_

**Approved by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please make checks payable to  
 Smolak Farms LLC;  
 315 South Bradford Street; North Andover, MA 01845**  
 For any questions please contact: [education@smolakfarms.com](mailto:education@smolakfarms.com)