



COMMERCIAL PHOTOGRAPHY PERMIT APPLICATION

Return signed application via:

Email: bluelotusfarm@bigpond.com

Fax: (03) 5967 0174

Post: 2628 Warburton Hwy, Yarra Junction 3797

Applicant Name:.....

Company.....ABN.....

Address.....

Phone.....

Email.....

On site contact and mobile number:.....

DATE of SHOOT:...../...../.....

TIMES of SHOOT:.....

NUMBER OF PEOPLE ATTENDING:.....

Description of locations for shoot in the garden:

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Description of equipment you are bringing into the garden:

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Other requirements or requests:

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TERMS & CONDITIONS – Commercial Photography Permit

All permit holders must adhere and agree to the following terms and conditions.

1. Provide the Blue Lotus Water Garden with a copy of your public liability insurance certificate. It must be current and at a level of \$20 million dollars.
2. The permit holder has responsibility to ensure all persons and employees associated with the permit holder must adhere to these terms and conditions.
3. Any deposit paid by the permit holder is NOT refundable. (Unless the permit is cancelled by the Blue Lotus Water Garden for any reason other than a breach of our terms and conditions.)
4. A change of date is allowable if reasonable notice is given.
5. Access to the garden is during daylight hours only.
6. No more than 10 people allowed without additional written permission.
7. Equipment is generally limited to cameras and lenses, one tripod and handheld sound recording equipment. (Additional written permission is required for large lighting stands, screens, reflectors, marquees or tents, camera tracking devices, sizeable props or generators.)
8. Public safety is maintained at all times and all public pathways / footpaths / tracks must not be blocked.
9. No disruption is caused to other patrons or customers of the Blue Lotus Water Garden.
10. No damage is done to any infrastructure, garden beds, plants or flowers.
11. No entering any waterways, ponds or lakes without additional written permission.
12. No vehicle access is permitted in the garden.
13. No picking or harvesting of any plants or flowers without additional written permission.
14. The permit can be cancelled by the Blue Lotus Water Garden at any time for any reason.
15. These terms and conditions are subject to change.

TERMS & CONDITIONS – Commercial Photography Permit

Liability & indemnity

The Blue Lotus Water Garden, its owners, employees or agents are not liable for any claims for loss or damage sustained or incurred to any person or a person's property while at the Blue Lotus Water Garden.

Any person or company who has purchased a Commercial Photography Permit from the Blue Lotus Water Garden including their employees, agents, associates, contractors or visitors agree to indemnify the Blue Lotus Water Garden and its owners, employees or agents from all forms of liability, law suits, compensation and legal fees in respect of loss incurred or suffered which includes, without limitation, loss due to bodily injury, loss due to sickness or death, loss or damage to property as a result of the following: (a) Use or occupation of any area of the Blue Lotus Water Garden including but not limited too; ponds, dams, lakes or containers holding water and any water feature or waterway. (b) Conduct, negligent act, error or omission by any person or visitor at the Blue Lotus Water Garden. (c) Use of any equipment, machinery or vehicles provided by the Blue Lotus Water Garden its owners, employees or agents. (d) Use or occupation of facilities, buildings or structures within the grounds of the Blue Lotus Water Garden. (e) Contact with any plants or plant material, trees or branches, chemicals or fertilizers, animals or insects within the grounds of the Blue Lotus Water Garden.

Acknowledgement and agreement:

I

Applicants Name

Have read and fully understand the terms and conditions of the Blue Lotus Water Garden's Commercial Photography Permit and agree to be bound by them. I accept that I'm responsible for all employees, agents, contractors and visitors associated with me and/or my company while they are at the Blue Lotus Water Garden. I agree to inform all my employees, agents, contractors and visitors associated with me and/or my company about these terms and conditions. I agree to indemnify the Blue Lotus Water Garden from liability as outlined in these terms and conditions.

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Applicant's signature

DATE...../...../.....