



423 Rancho Santa Fe Road, Encinitas, CA 92024
www.olivenhain.org

Olivenhain Town Council (OTC)

Photography Agreement

This Agreement is for informal, non-commercial and non-political photography at the Olivenhain Meeting Hall property (for personal or non-commercial use).

All photo session requests require a signed and completed Photography Agreement to be submitted to OTC Hall Scheduling before the photo shoot can be scheduled on the OTC's event calendar.

Applicants may use a professional photographer for personal and non-commercial photo sessions.

***Originally Adopted by OTC Board of Directors on February 15, 2022
(Effective February 15, 2022)***

I, _____ (Applicant), hereby agree to use the Olivenhain Meeting Hall, Germania Hotel and/or Grounds upon the following TERMS AND CONDITIONS and in a manner consistent with this Photography Agreement.

Date of Event: _____ Start/Stop Time: _____

Type of Photoshoot: _____

Number of Expected Attendees (including photographer): _____

My Home Address: _____

My Telephone Number (and type): _____

My e-mail address: _____

1. USE. I understand that the Olivenhain Meeting Hall, Germania Hotel, Lickert Shanty and Grounds are historically significant buildings and property privately owned by the Colony of Olivenhain Town Council (OTC); that the Meeting Hall, Germania Hotel, Lickert Shanty and Grounds are operated by the OTC for the use and enjoyment of OTC members; and that the OTC is primarily interested in preserving the condition of the Meeting Hall, Germania Hotel, Lickert Shanty and Grounds for continued use by OTC members and maintaining the goodwill of the neighbors surrounding the OTC's property. Therefore, I agree to use the Olivenhain Meeting Hall, Germania Hotel, Lickert Shanty and surrounding Grounds in a manner which will assure that the premises and property will not be damaged, nor will the surrounding neighbors be disturbed. When my/our photographic activity is concluded, I further agree to clean the premises, remove my trash and personal property from the Grounds, and return the Grounds to the OTC in as good or better condition as when received.

2. INDEMNIFICATION OF OLIVENHAIN TOWN COUNCIL. In consideration of the permission granted by the OTC to use the Meeting Hall, Germania Hotel, Lickert Shanty and Grounds I personally, and as the authorized representative of any group being permitted to use the Meeting Hall, Germania Hotel, Lickert Shanty and Grounds agree to protect, indemnify and hold the Colony of Olivenhain Town Council, its directors, officers and members harmless from and against any and all liability resulting from the use of the Meeting Hall, Germania Hotel, Lickert Shanty and surrounding grounds, specifically including, without limitation, any claim, liability, loss or damage arising by reason of: (1) personal injuries or property damage caused by either the condition of the premises or some act or omission of any user of the premises; (2) our failure to comply with any provision of this Agreement or with any requirement of the law; or (3) any matter connected with our occupation and use of the Meeting Hall, Germania Hotel, Lickert Shanty and Grounds.

3. Is Applicant a current member in good standing of the Olivenhain Town Council:

Yes _____ No _____

OLIVENHAIN MEETING HALL, GERMANIA HOTEL, LICKERT SHANTY & GROUNDS RULES

1. Trash, including food items and temporary decorations will be promptly removed from the Grounds at the end of the Photography session. All trash is to be placed by the Applicant(s) in the garbage dumpster located to the east of the Germania Hotel.
2. All photography activities permitted by this Agreement are limited to outside of the buildings located on the OTC's property.
3. No items posted on the inside or outside of the Meeting Hall, Germania Hotel or Lickert Shanty (e.g., 1895 U.S. flag replica, historic photos, etc.) may be removed before, during or after a photography session.
4. No signage, monuments or fixtures on the OTC's property may be removed during your photography session.
5. No smoking, vaping or use of electronic cigarettes of any kind is permitted inside of or within 25 feet of any structure on the OTC's property.
6. No fires are allowed anywhere on the OTC's property.
7. Outdoor events anywhere on the OTC's property will terminate before sundown and must be vacated by one hour after sundown.
8. Under all circumstances the Meeting Hall, Germania Hotel Lickert Shanty and the OTC's property must be vacated by 10pm.
9. No noise allowed which may be reasonably objectionable to surrounding neighbors. The use of electronic sound amplifiers is strictly prohibited.
10. The storage area under the Meeting Hall may not used at any time for any photographic activities.
11. Under this Photography Agreement no vehicle parking is allowed on the grounds of the Meeting Hall and Germania Hotel other than the designated southwest and southeast parking lots on either side of the Germania Hotel.
12. No alcohol may be consumed by any member of your group on the OTC's property during your photography session.

NOTE: All rules are non-negotiable but may be waived for specific events with prior written permission of OTC Board of Directors.

Persons requesting the use of the Meeting Hall, Germania Hotel and Grounds should remember they are **private** property. They are the property of the Colony of Olivenhain Town Council, operated for the use of the benefit of the members of the OTC. Concern for the safety of users of the Mtg. Hall, Germania Hotel and the preservation of the historic buildings on the property and the grounds itself are the prime considerations in regulating use of the Mtg. Hall, Germania Hotel, Lickert Shanty and the grounds.

I have read and understand this Photography Agreement and will abide by the terms of this Photography Agreement.

Name of Applicant: _____

Signature: _____

Date: _____