COMMERCIAL PHOTOGRAPHY AGREEMENT

State Form 56591 (10-18)
INDIANA STATE MUSEUM AND HISTORIC SITES

INDIANA STATE MUSEUM AND HISTORIC SITES CORPORATION
650 West Washington Street
Indianapolis, IN 46204
Telephone: (317) 232-1637
Fax: (317) 234-1724

THIS AGREEMENT ("Agreement") by and between the Indiana State Museum and Historic Sites Corporation ("Museum"), 650 W. Washington St., Indianapolis, IN 46204 and _____ ("Photographer") both of whom are referred to herein individually as a "Party" and collectively as the "Parties."

1. **DESCRIPTION OF SERVICES.** Photographer is authorized to photograph, take video for commercial purposes on the premises of the _____ ("Site") owned by the Museum on _____ ("Date").

2. **PAYMENT.** Photographer agrees to pay the sum of $_____ ("Rental Fee"). Rental Fee must be paid prior to using the Site. Payment shall be made to the Indiana State Museum and Historic Sites Corporation, 650 W. Washington Street, Indianapolis, IN 46204.

3. **HOLD HARMLESS.** The Photographer agrees to defend, indemnify and hold the Museum harmless from and against any claims, liabilities, damages, costs, and expenses resulting from the Photographer's use of the Site.

4. **INSURANCE.** The Photographer affirms that he/she/they possess the sufficient amount of General Liability insurance as stipulated in the "Damages / Insurance" section of *State Buildings and Land Use Policy, Application and Agreement*, Indiana Department of Administration. Proof of Insurance must be on file with the Museum prior to use of the Site.

5. **AMENDMENT; MODIFICATION.** This Agreement shall be binding unto the Parties hereto, their respective heirs, successors, and assigns. The terms of this Agreement shall govern the Photographer's use of the Site notwithstanding any inconsistent terms (such as limitations on use or disclaimers of warranties which are not contained in this Agreement) which may be contained in any invoice or other document which has been or is subsequently received by the Museum. No such inconsistent terms shall be binding upon the Museum unless they are contained in a written agreement signed by an authorized representative of the Museum which refers specifically to this Agreement by its Date.

6. **MISCELLANEOUS.** In addition to the above specific provisions, the following miscellaneous provisions shall also apply:

   a. Photographer agrees to abide by all provisions as listed in the *State Buildings and Land Use Policy, Application and Agreement*, Indiana Department of Administration. If any inconsistent terms exist between this Agreement and the *State Buildings and Land Use Policy, Application and Agreement*, the terms in the latter document will be binding.
   b. If any portion of this Agreement is held invalid or unenforceable, all other provisions will remain valid and enforceable independently.
   c. The Photographer may not assign the rights or obligations arising under this Agreement to any other party without the prior written consent of the Museum.
   d. The Parties hereto set their hands as of the day and date first below written and represent that they have full capacity to legally bind their respective entities to this Agreement.

PHOTOGRAPHER

_____
Photographer's Signature — Date *(month, day, year)*

_____
Photographer's Printed Name

INDIANA STATE MUSEUM AND HISTORIC SITES CORPORATION

_____
Representative of the Agency — Date *(month, day, year)*

_____
Representative's Printed Name and Title