

CLYFFORD STILL | MUSEUM

1250 Bannock Street
Denver, Colorado 80204
tel. 720-354-4880
clyffordstillmuseum.org

Photography/Video Shoot Application

FOR AND IN CONSIDERATION OF the mutual undertakings herein, agreed to and to be performed in Denver, Colorado, Photographer/Videographer ("you") and the Clyfford Still Museum ("we") agree as follows:

Photographer/Videographer(s): _____

Company: _____

Address: _____

Telephone: _____

Email: _____

Type of permit requested:

- Hourly (\$40); if yes, how many hours: _____
- Single day (\$300)

Desired date(s) to photograph/film: _____

Photography/filming start/end time(s): _____

Will you be utilizing stabilization devices such as tripods, monopods, or other large photographic equipment?

- Yes - if yes, what will you be using? _____
- No

Brief description of intended project(s): _____

If any individual does not comply with the below conditions, the Clyfford Still Museum reserves the right to deny permission to photograph/shoot video and may request that the individual leave the premises.

The signature below indicates that (*print name*) _____, understands and fully agrees with the Photography/Video Shoot Terms and Conditions outlined herein and agrees to hold the Clyfford Still Museum harmless for any and all damages, injuries and/or losses that may occur while on Clyfford Still Museum property.

Photographer

Date

Please return this document and the required fee in the form of a check (made payable to the Clyfford Still Museum) to the Clyfford Still Museum Visitor Services department, at 1250 Bannock St., Denver, CO 80204 or info@clyffordstillmuseum.org.

TO BE COMPLETED BY THE CLYFFORD STILL MUSEUM STAFF

Fee required \$ _____ Fee paid \$ _____ Date ____ / ____ / ____

Application approved: Yes ____ No ____

Museum staff approval signature _____ Date ____ / ____ / ____

Comments _____

Clyfford Still Museum Photography/Video Shoot Terms and Conditions

- Payment of fees is due with permit application.
- **Completed Photography/Video Shoot applications must be received at least two weeks in advance of the intended date(s) of photography. Passes cannot be applied for on the intended date of photography.** They may be submitted by mail to the address above or electronically by emailing: info@clyffordstillmuseum.org
- Any issued pass will cover two named photographers/videographers ("Photographers") from one company and a group of up to 5 people (groups larger than 5 people must request permission through the Museum's tour and rental department one month in advance; additional fees and requirements apply).
- Students may obtain a free single day pass for completion of class assignments with a copy of their student identification.
- Photography passes will be issued during the Clyfford Still Museum's regular public operating hours Tuesday through Friday. No passes will be issued on Saturdays, Sundays or Mondays.
- All members of the production staff must carry/display their photography passes at all times while on Museum property.
- For photography or video shoots that must take place outside of the Museum's regular operating hours, additional requirements and fees apply. Contact info@clyffordstillmuseum.org to inquire about this possibility.
- The Photographer agrees that filming/photographing may only occur on the date(s) and at the time(s) specified herein.
- All approved Photographers with passes who utilize professional equipment must be accompanied at all times by a member of the Museum's staff.
- Films or photographs of or including artwork or of the Museum building are allowed solely for personal, non-commercial use and may not be published, sold, reproduced, distributed, or otherwise commercially exploited in any manner, unless expressly approved by the Museum in writing. The Museum's prior written approval is required for all filming or photography that includes artwork. For all requests to reproduce, publish, distribute, sell, or otherwise commercially exploit images including artwork or the Museum building, please contact the Museum's Rights and Reproductions department. A separate application and license agreement is required for all such requests.
- Photographer agrees to provide the Museum the opportunity to review and approve any photograph, video or other product prior to its publication so that the Museum can verify the accuracy of any statements about Clyfford Still and the appropriateness of any images of artworks by Clyfford Still. Photographer agrees that it will not publish to any public audience any photograph, video or other product to which the Museum objects.
- The Museum reserves the right to request one gratis copy of any publication that includes images of any part of the Clyfford Still Museum building or its collections. The Museum also reserves the right to request reciprocal use, for in-house publications or online dissemination, of images created that include any parts of the Clyfford Still Museum or its collections. Photographer shall retain copyright of the images and will be appropriately credited in any Clyfford Still Museum uses of the images.
- The Museum's name, logos or symbols, or photographs of the Museum and grounds or its collections must not be used to assert or imply the Clyfford Still Museum endorses any commercial product or enterprise, concurs with the opinions expressed in, or confirms the accuracy of any text used with these photographs.
- Photographer agrees that Photographer shall be solely liable for any all damage to the Museum, including the Museum's property or collections, and to any persons or other property caused by or arising as a result of Photographer's use of the Museum for the Project.
- Photographer shall properly identify "Clyfford Still Museum" in the credits of any feature-length productions or publications in which the photographs/film may appear.
- Photographer hereby releases, indemnifies, and agrees to hold harmless the Museum, its trustees, officers, employees, and agents from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to persons, damages to property, claims based on alleged defamation or infringement of rights to copyright, trademark, service mark or other intellectual property, or rights to privacy and / or any and all other damages in connection with Photographer's activities and use of the Museum's facilities or equipment, whether from an occurrence at the Museum facility during such use, or at any other time and place, AND NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE MUSEUM OR ANY PERSON INDEMNIFIED HEREUNDER. Photographer further agrees to pay any court costs or attorney's fees incurred or paid by the Museum to enforce any obligation imposed under this Agreement.