

Georgia Aquarium, Inc.

Filming and Photography Agreement

Georgia Aquarium, Inc. reserves the right to cancel any shoot at any time if it is not in the best interest of animals, guests or staff, or if it defies Georgia Aquarium, Inc.'s mission or any of the guidelines outlined in the [Filming and Photography Guidelines](#)

1. **Agreement Date:** _____
2. **Production Company:** _____
Street Address: _____
City/State/Zip: _____
Telephone/Fax/Email: _____
3. **Date(s) of Filming at GAI :** _____
4. **GAI Locations To Be Used:** _____
5. **Use of film shot at GAI (including program or segment name):** _____

6. **Fee:** \$ _____ 50% of fees are payable up front, prior to negotiated start time. Remaining 50% payable upon completion of the term, unless otherwise noted by parties in writing.
 - a. **Additional Fees:** _____ (include overtime, parking, staff resources, etc).
7. **Credit:** GAI will be named in production as _____. (Please write N/A if not named).
 - a. Videography Credit: _____
 - b. Additional Staff Credit: _____
8. **Permission:** GAI grants permission to the production company named above (“Production Company”) to use its facilities to film or photograph based on terms, dates and the use stated in this agreement and on the application.
9. **Guidelines:** Production Company agrees to comply fully with [Georgia Aquariums Filming and Photography Guidelines](#) (“the guidelines”), which are attached here to and made a part of this agreement.

10. **Liability and Insurance:** Production Company agrees to pay GAI for all damages incurred by GAI as a result of its use of GAI and to defend, indemnify and hold harmless GAI and its officers, directors, agents and employees from and against any and all demands, claims, damages to personas and property, losses and liability arising out of its use of GAI. Production Company agrees to carry the insurance required in the Guidelines while filming at GAI. GAI assumes no liability for damage to or loss of property of Production Company or its employees.
11. **Protection:** Production Company agrees to abide by all rules established by GAI to protect its exhibits, animals, guests and staff to coordinate the filming with GAI to minimize the impact on GAI and the experience of its guests.
12. **Miscellaneous:** The entire agreement between the parties on the subject matter consists of this Filming and Photography Agreement and the attached Filming and Photography Guidelines. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any conflict of law principles. The sole and exclusive jurisdiction for any action relating to this Agreement shall be a federal court in the Northern District of Georgia and the parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum. This Agreement constitutes the final, complete and exclusive understanding between the parties with respect to its subject matter set forth herein and supersedes all prior or contemporaneous agreements by the parties. This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both parties and specifically referring to this Agreement.
13. **Additional Terms:** _____
- _____
- _____

Georgia Aquarium, Inc.:

GAI Representative Signature

GAI Representative Name (*Please Print*)

GAI Representative Title

Date

Production Company:

Signature

Name (*Please print*)

Title (*Must be authorized to bind company to agreement*)

Date