

The Arboretum, State Botanical Garden of Kentucky  
University of Kentucky  
500 Alumni Drive, Lexington, KY 40503  
(859) 257-6955  
[Arboretum@uky.edu](mailto:Arboretum@uky.edu)  
Arboretum.ca.uky.edu

## Arboretum Videography Use Agreement

### **Arboretum Mission Statement:**

*The Arboretum showcases Kentucky Landscapes and serves as a resource for environmental and horticultural education, research and conservation.*

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the University of Kentucky-Lexington Fayette County Government Arboretum (the "Arboretum") and \_\_\_\_\_ (the "User"), for the use of The Arboretum on \_\_\_\_\_, 20\_\_\_\_ (date), from \_\_\_\_\_ to \_\_\_\_\_ (time), for a commercial videography session.

### **General conditions:**

1. The Arboretum grounds are open daily from dawn to dusk.
2. Videography sessions incur a user fee of \$106 (\$100 use fee plus 6% sales tax) per hour of use. Sessions must be pre-arranged and paid for in advance of the videography session at the Dorothea Smith Oatts Visitor Center. We accept payment by check, cash, Visa or Mastercard.
3. A printed, signed and initialed copy of this form must be submitted with payment.
4. A permit will be issued to the User for a photography shoot and the permit must be carried at all times.
5. We cannot make refunds, but we will work with you to schedule another date should the need arise.

### **Visitor Center hours:**

March 28 to October 29, 2022: Tuesday through Saturday – 9:00 a.m. to 4:00 p.m.

October 31 to December 16, 2022: Monday through Friday – 9:00 a.m. to 4:00 p.m.

The Arboretum, State Botanical Garden of Kentucky  
University of Kentucky  
500 Alumni Drive, Lexington, KY 40503  
(859) 257-6955  
[Arboretum@uky.edu](mailto:Arboretum@uky.edu)  
Arboretum.ca.uky.edu

## Arboretum Videography Use Agreement

### User agrees to the following terms and conditions:

#### 1. Fees

\_\_\_\_\_  
*Initials*

Users engaged in commercial videography on Arboretum grounds shall incur a user fee of \$106 (\$100 use fee plus 6% sales tax) per hour of use. If the User engages in commercial videography beyond the stated times, User shall make payment for additional time at the Visitor Center. We accept payment by check, cash, Visa or Mastercard in the Visitor Center. A permit will be issued to the User for a photography shoot and the permit must be carried at all times.

#### 2. Guidelines

\_\_\_\_\_  
*Initials*

The Arboretum is open to the public daily from dawn to dusk and the User cannot close any part of the grounds during the hours of operation. Arboretum staff actively maintain the grounds and gardens from 8:00 a.m. to 5:00 p.m. Monday through Friday, including, but not limited to, the use of automatic sprinklers and other equipment which may create noise, blow grass or leaves, etc. Maintenance work may not be interrupted to accommodate commercial photography or videography.

\_\_\_\_\_  
*Initials*

The Arboretum parking lot is open to the public daily from dawn to dusk. The User cannot close any part of the parking lot, nor drive vehicles anywhere other than the entrance drive and parking lot. All vehicles must be parked in a designated parking space.

\_\_\_\_\_  
*Initials*

The Kentucky Children's Garden is not permitted to be used in conjunction with commercial videography.

The Arboretum, State Botanical Garden of Kentucky  
University of Kentucky  
500 Alumni Drive, Lexington, KY 40503  
(859) 257-6955  
[Arboretum@uky.edu](mailto:Arboretum@uky.edu)  
Arboretum.ca.uky.edu

## Arboretum Videography Use Agreement

### 3. Protection of Plant Collections

\_\_\_\_\_  
*Initials*

Any permanent alteration or renovation of The Arboretum is prohibited. The cutting or removal of any plant or plant part is prohibited. User shall not disturb plants, plant labels or planted containers. User shall not place equipment in planted beds. User shall not hang backpacks, hammocks or equipment from trees. User shall not climb in or otherwise enter the canopy of trees.

The user will be responsible for the safekeeping of plant materials, grounds, grass and all other outdoor facilities at The Arboretum. The use of fire, candles, confetti, paper, birdseed, plastic or similar material that could affect the grounds is **prohibited**. If balloons or ribbons are used they shall not be tied to any tree or shrub. It is the user's responsibility to remove such items without damage.

### 4. Damages

\_\_\_\_\_  
*Initials*

User agrees to pay for all damage to The Arboretum as a result of the User and his or her commercial videography event. In the event of damage by the User, the University of Kentucky Physical Plant Division will repair damage to The Arboretum. The User shall pay all costs for such repair within 24 hours of receipt of the invoice. A penalty of \$10/day will be assessed for any late payment.

### 5. User's responsibility

\_\_\_\_\_  
*Initials*

It is the User's responsibility to ensure his or her group is aware of and compliant with these rules and regulations.

The Arboretum, State Botanical Garden of Kentucky  
University of Kentucky  
500 Alumni Drive, Lexington, KY 40503  
(859) 257-6955  
[Arboretum@uky.edu](mailto:Arboretum@uky.edu)  
Arboretum.ca.uky.edu

## Arboretum Videography Use Agreement

### 6. Indemnification and Hold Harmless

\_\_\_\_\_  
*Initials*

User agrees to indemnify, defend and hold harmless the University of Kentucky, the Lexington-Fayette Urban County Government and their trustees, officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the use of The Arboretum.

### 7. Credit

\_\_\_\_\_  
*Initials*

The Arboretum requires the location credit "The Arboretum, State Botanical Garden of Kentucky, Lexington, KY" in all uses of The Arboretum in print, on the web, in broadcast or in any other public medium.

The undersigned has read the above agreement and agrees to the terms and conditions outlined herein.

\_\_\_\_\_  
**User** (print name) (signature) (date)

\_\_\_\_\_  
**User address** (street, city, state, ZIP)

\_\_\_\_\_  
**User phone number** (on day of videography session)

\_\_\_\_\_  
**On behalf of The Arboretum** (signature) (date)