

Commercial Photography/Video Policy

Fees and Contact Information

Frederik Meijer Gardens & Sculpture Park is a non-profit organization whose purpose is to promote the enjoyment, understanding, and appreciation of gardens, sculpture, the natural environment and the arts. Our grounds and facilities are popular locations for photography, videography and social media sharing, and you are welcome to photograph them as outlined in this policy.

The quality of the Meijer Gardens' guest experience and the safety of our visitors are of the utmost importance. To that end, photography must not disrupt Meijer Gardens' operations or limit the accessibility of exhibitions or facilities. We reserve the right to refuse permission to shoot in our indoor galleries at any time if it is not in the best interest of guests, donors or artists represented in our collection or conflicts with Meijer Gardens' mission. Please comply with the etiquette guidelines outlined in the Visitors' Map and Guide.

Due to artist copyrights, no photography or video may show any part of any artwork without express written consent by Meijer Gardens. Violations of this policy may result in further actions. Meijer Gardens reserves the right to approve final content for anything in which images of Meijer Gardens will appear.

These rules are subject to change without prior notice at the discretion of Meijer Gardens. To review the most current update of this policy, please visit the Admissions Desk or online at MeijerGardens.org/photography.

Commercial Photography

By appointment only. Contact the Public Relations Manager at (616) 975-3155 to enter into a **Commercial Photography/Video Agreement**.

A fee of **\$500**, for a half day or less, will be required and may or may not provide exclusive use of Meijer Gardens. Additional fees will be assessed for extended time frames, setup, cleanup, transportation, room rental, catering or security.

Meijer Gardens may assign a Communications representative or security guard to oversee the production and guide you to approved locations. Additional fees will apply if this is necessary.

Use of Existing Photos For Commercial Purposes

We define "Commercial Use" of images, or the Meijer Gardens' logo, as those taken at Meijer Gardens which will be published, sold, reproduced, transferred or distributed. Commercial use of all images requires express, written consent by Meijer Gardens. A **Photography Agreement** must be signed when photos or videos taken at Meijer Gardens are to be used commercially (including publications) and/or sold to an outside source, even if originally shot for personal use. A fee of **\$500** will be charged.

Photo credit information is required and must be approved by the Public Relations Manager. Other restrictions outside of Meijer Gardens control may apply, including (but not limited to) licensing rights, copyrights and artist contractual agreements.

Obtaining Permission for Commercial Use of Photography and Film

Submit, in writing, an explanation of how and where the photos will be used. Provide names of programs, websites and publications. Include your name, address, phone number and e-mail address. E-mail the information to info@meijergardens.org, Attn: Public Relations Manager. Once your request is reviewed you will be contacted.

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Application and Agreement to Use Photos for Commercial Purposes

Frederik Meijer Gardens & Sculpture Park defines "Commercial Use" of images (including the Meijer Gardens' logo) as those taken at Meijer Gardens which will be published, sold, reproduced, transferred or distributed, even if originally shot for personal use. Photos/videos from Meijer Gardens may be available for commercial use, subject to the conditions set forth in this agreement.

Permission to use photographs of Meijer Gardens and/or its logo will not be granted until this **Application and Agreement** is signed and submitted prior to reproduction/publication or within 15 days of receipt, whichever is earlier. A fee of **\$500** per photo, will be charged.

The following additional conditions concern copyrights and endorsements:

Any reproduction/publication or online distribution of Meijer Gardens photographs must bear a copyright notice as prescribed by the Copyright Law of the United States. If the copyright is not held by Meijer Gardens, the applicant must obtain the written permission of the copyright holder before reproducing or publishing.

If the copyright to the photographs are held by Meijer Gardens, permission to reproduce or publish is granted for one time use only. A separate application must be submitted for use in subsequent printings or revisions, and new editions. Meijer Gardens reserves the right to refuse permission for further reproduction/publication if an applicant has not maintained acceptable standards of reproduction/publication, or has not observed the conditions set forth in this agreement.

Meijer Gardens' photographs shall not be used to show or imply endorsements of any commercial product or enterprise, or to indicate that Meijer Gardens concurs with the opinions expressed in, or confirms the accuracy of any text used with the images. Meijer Gardens reserves the right to request a final proof for approval prior to publication and reserves the right to revoke permission to use the photographs.

The credit line "FREDERIK MEIJER GARDENS & SCULPTURE PARK/photographer's name" must appear in immediate proximity to the reproduction or in the section of the publication devoted to acknowledgments.

Any adjustment, such as cropping, overprinting or bleeding of any photograph from Meijer Gardens' art collection must have prior written approval of Meijer Gardens. Details of the adjustment must be identified on the credit line.

Failure to comply with the above conditions may result in the revocation of permission to use the photo/video and the denial of application for future use.

I have read the above and agree to comply with the terms and conditions of this agreement.

Authorized Signature _____ Date _____

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Meijer Gardens Rules of Etiquette

Please do not touch or climb on any sculpture. Climbing on or touching the artworks can result in injury to our guests or damage sculpture structure and surfaces in many ways. Artwork surfaces (metal, stone, other) can be damaged by zippers, buttons, jewelry, shoes and sneakers—even oils secreted by our skin.

Stay on pathways and mowed lawn areas. Do not wade, swim or attempt to cross any ponds, streams or waterfalls. Picking flowers or other vegetation is not allowed.

Supervise children at all times. Children must be accompanied by an adult and be within reach at all times for their safety.

Shoes and shirts must be worn at all times.

No food or drink may be brought in the sculpture galleries or indoor gardens.

We are a smoke-free environment, including vaping.

No pets. Guide or service dogs are welcome.

Do not feed or handle wildlife.

No bicycling, rollerblading, jogging, skiing, etc.

Signs and Décor

Due to potential damage to Meijer Gardens' property or danger to guests, the following items are not permitted for use:

- **Confetti, glitter, rice, birdseed, bubbles or plant bed décor**
- **Lighting devices using open flames, such as lanterns, torches and tiki lamps**
- **Tape, nails, putty, staples or tacks**
- **Any signs/banners or other items hung on walls, windows or from the ceiling**
- **Flammable materials such as sparklers, straw, hay and evergreens**
- **Aerosol cans such as spray glue, spray paint etc.**

Upon completion of the photo shoot, the client is responsible for removing all articles brought into Meijer Gardens.

Risk of Loss

Meijer Gardens does not assume responsibility for damage or loss of any merchandise, equipment or personal articles left in the facility prior to, during or following your event.

Insurance and/or Indemnification

In using Meijer Gardens for your shoot, you agree to assume complete financial liability and responsibility for any damage or loss of property (including plant material) belonging to Meijer Gardens, and for any personal injury incurred during or as a result of such use.

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Application and Agreement

Please complete sections below, and return to:

Frederik Meijer Gardens & Sculpture Park
Attn: Public Relations Manager
1000 East Beltline Ave NE
Grand Rapids, MI 49525

E-Mail: info@meijergardens.org

Photographer Information

Name _____
Company (if applicable) _____
Phone Number _____
Address _____

City, State, ZIP _____
Email Address _____

Photography Type:

- Commercial
 Other _____

Number of Guests _____
Date and Time of Shoot _____ at _____

Where are you interested in taking photos?
Check all that apply.

- The Richard & Helen DeVos Japanese Garden
- Waterfall
- Lena Meijer Childrens Garden
- Michigan's Farm Garden
- Sculpture Park
- Gwen Frostic Woodland Shade Garden
- Indoor Areas
- Other

- Not Sure

*** This section is to be filled out by staff ***

Images requested for use: _____
Was request granted or denied? _____
Date of approval/denial _____
How notified? _____
Security Guard required? yes no
Additional information: _____
