

Michigan State University Extension

Tollgate Farm and Education Center

Application for Commercial Photography Permit

MSU Tollgate Farm Application for Commercial Photography Permit / Terms and Conditions, Use and Restrictions

Photography -- which encompasses film and digital, still and motion imagery – may be taken in public areas for personal use. Personal use means that the images will not be sold or used for any commercial purpose.

Photography for commercial use requires a **Commercial Photography Permit**. A commercial photographer is defined as a person, organization or company that directly or indirectly charges a fee for their photography services, sells their images in any way, or uses images of MSU Tollgate to sell any product or service.

News media commercial photographers who prominently display news media ID will be allowed to take photographs during regular business hours as long as they do not interfere with MSU Tollgate guests.

All photographers must be courteous and use good judgment while photographing. Special events at the farm may restrict access to designated areas, times, dates.

Commercial Photography Permit Application Package Includes:

- Signed copy of this Commercial Photography Permit Application
- Initialed copy of MSU Tollgate Photography Policy
- Cash, Check or Credit Card for required fee(s); make check payable to Michigan State University
- Web credit card uses MSU CashNet Service at https://commerce.cashnet.com/msu_3568 (an invoice will be emailed with a link to MSU CashNet Service)
- Commercial general liability insurance, which includes bodily injury, personal injury and property damage coverage, as well as an endorsement naming the MSU Tollgate Educational Center and the City of Novi as additional insureds must be maintained in full force during the Permit period. A certificate of insurance and the endorsement must be provided at time of application.

You may submit the Application Package in person at MSU Tollgate office in Novi, during regular business hours, or mail to: **MSU Tollgate Farm Education Center • 28115 Meadowbrook Road, Novi, MI 48377**. Please write on envelope: “**Attention – Commercial Photography Application**”

Call (248) 347-3860 Ext. 200 for any questions.

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Rules of Photography Etiquette at MSU Tollgate Farm

- Do not climb on walls, rocks, trees or bushes. Stay on the pathways and mowed lawn areas.
- Do not pick flowers or walk in garden beds. Plants get trampled and soil is compacted.
- Do not climb on balconies, sit on porch railings or window sills, or otherwise disrespect and endanger the buildings. Sitting and standing on porches or steps is permitted.
- Do not move or rearrange signs, benches or any other objects or furniture.
- Do not wade or swim in the pond located within MSU Tollgate grounds.
- Do not set up tables, signs or other equipment to solicit business.
- Do not use a candle or any type of open flame on MSU Tollgate grounds.
- Do not disrupt or direct the activities of MSU Tollgate guests or staff.
- Alcohol is not permitted on the MSU Tollgate grounds.
- Photographers may not use MSU Tollgate grounds after dusk, when MSU Tollgate is closed to the public.
- Photographers may not use MSU Tollgate grounds during a special event.
- Photographers are advised to call ahead to ensure no special events are occurring. Call 248.347.3860 Ext. 200
- All motor vehicles must remain in the MSU Tollgate parking lot. Driving on lawns or the dirt lane is not permitted.
- Do not litter. Carry out all your trash, or dispose in trash cans.
- Photographs are not allowed inside any MSU Tollgate building.
- Photographers are responsible for their property (e.g. photography equipment). MSU Tollgate assumes no liability for loss, theft or damage to said property, or any property belonging to their clients.
- A photographer is responsible for the cost of any damage to MSU Tollgate property caused by the photographer or their clients.

Photographer's Initial's _____ / _____ / _____

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Commercial Photography Permit Fees

If your application is approved, you'll be notified and issued a Permit Badge.

1. The Permit Badge must be worn and visible whenever the photographer is on MSU Tollgate grounds. Copies of any Permit Badges are not permitted. Permits will be picked up from the MSU Tollgate Business Office upon notice.
2. The Permit Badge is for the sole use of the photographer named on the Badge. Designated MSU Tollgate representatives may ask for photo identification to verify they are the photographer named on the Badge. Photographers who cannot verify their identity will be asked to leave the MSU Tollgate grounds.
3. There is a \$50 replacement fee for any lost Permit Badge.

Commercial Photography Permit Applicant(s)

- One Day Permit FEE:** \$125 For one named photographer, non-member
- Annual Permit # of Photographers:** FEE : \$375 for 2024 annual pass, \$500 for up to two named photographers starting 2024, \$600 For 3+ additional named photographers (employed by same company.)

*** Only one photographer may be using the Permit at any given time.** Each named photographer must submit a passport-size photo.

Applicable Discounts for this Application (check, if applicable)

- Early Renewal Discount Returning photographers receive a \$100 discount if Annual Permit application received by January 31st
- Late Season Discount Annual Permit fee discounted \$250 if application received after August 31st

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REQUIRED APPLICANT INFORMATION

Company Name: _____ Phone _____

Web Address _____

Street Address _____ City, State and Zip _____

Photographer #1 Name _____

Photographer's Email and Phone _____

I, the undersigned, applicant for a MSU Tollgate Commercial Photography Permit, have read all of the Permit's terms, conditions, uses and restrictions as described herein and in the related Photography Policy.

I agree to strictly adhere to all of these terms, conditions, and restrictions.

I understand that if I violate any of these terms, conditions, or restrictions, the MSU Tollgate Education Center may revoke my MSU Tollgate Commercial Photography Permit, without any refund of fees paid. The Permit Badge is the property of the MSU Tollgate and must be returned if your Permit is revoked.

I confirm that the insurance policy that I have provided is true, accurate, and will remain in effect for the full period covered by my Permit.

I am not an employee of Michigan State University, and am not eligible for any benefits from those entities.

Photographer #1 Signature _____ Date _____

#2 Photographer's Name For Permit Badge _____

#3 Photographer's Name For Permit Badge _____

To the fullest extent permitted by law, I, _____ assume all risks and agree to defend, pay on behalf of, indemnify and hold harmless, Michigan State University, including all of its elected and appointed officials, all employees and volunteers, all boards and any others working on behalf of Michigan State University, against any and all claims, demands, suits, or loss, including all costs connected therewith, including but not limited to attorney fees, and for any damages which may be asserted, claimed, or recovered against or from Michigan State University, and any of its elected and appointed officials, all employees and volunteers, all boards, and/or authorities and their board members, employees, and volunteers and others working on behalf of Michigan State University, by reason of personal injury, including bodily injury or death, and/or property damage, including loss of use thereof, which arise out of or are in any way connected with or which are alleged to arise out of or alleged to be in any way connected with the

_____ event, to be held on _____
including, but not limited to, any negligence or alleged negligence on the part of Michigan State
University. Signature of person authorized to execute this agreement:

Print Name: _____ Signature: _____

Date: _____

Questions? Contact Steve Julin: julinste@msu.edu or Lisa Bahm: bahmlisa@msu.edu
or Call (248) 347-3860 Ext. 200 for any questions.

For Office Use Only

Total Fee Due \$ _____ Amount Paid \$ _____ Date Paid _____

Certificate and endorsement of insurance policy received? (circle) Yes No

Signed copy of "Agreement to Assume All Risks, Indemnify and Hold Harmless"

(circle) Yes No

Passport-size photos received? (circle) Yes No

Payment Method (circle) Cash Check # _____ Web CC _____

Photography Permit Approved By _____

Date Approved _____

Photography Permit # _____ Pick Date _____

Signature _____