

**Wedding Photos Rental Agreement
For the Buffalo Zoo**

This Rental Agreement is by and between _____ (“Lessee”), residing at _____, and The Buffalo Zoo, 300 Parkside Ave., Buffalo, New York 14214 (“The Zoo”). In consideration of the Rental Fees set forth below, The Zoo agrees to rent its facilities on the specified date and time under the terms and conditions set forth.

Please know that your wedding day is likely someone else’s as well. If you are late, it also affects others. Please be kind and courteous on your special day. It is likely that more than one wedding party would be in the facility at a particular time. There are many areas where photos can be taken, so we ask your patience in sharing the facility.

I. Facilities:

- a. The Zoo has many locations within the facility and on its grounds in which photos can be taken. As we are able to accommodate more than one party at a time, it is possible that your party will be able to use more than one exhibit area location for said photos.
- b. Rainforest Falls is a living rainforest. Free-flighted birds are overhead and around you. Rain is forecast for **12:00 PM and 3:00 PM daily**. Please be aware there will be heavy moisture and bird droppings inside.

II. Payment:

- a. For a half hour of photos, the fee is \$100.00
- b. For a full hour of photos, the fee is \$200.00
- c. For after-hour photos, any additional fees will be at the sole discretion of The Buffalo Zoo and will be addressed prior to the signing of this contract.
- d. If the photos will take place on the evening of a Zoo event or private event, an additional charge of \$50 per half hour will be added.
- e. A nonrefundable deposit of half the final fee is due within two weeks of booking the date. The balance of payment is due 21 days prior to the photo date. If the lessee books within 21 days, payment is due in full three (3) days after booking is made.
- f. Payments must be made by MasterCard, VISA or Discover Card.

III. Photography Information:

- a. Event Date: _____
- b. Number of Attendees: _____ (Group size may be limited based upon space limitations).
- c. Time of Event:
 - 1. Entry Time: _____ Departure Time: _____

IV. Provisions of The Contract:

- a. Please know that The Buffalo Zoo reserves the right to refuse entry of any party based on the following:
 - 1. If your party is more than 15 minutes late for a half hour timeslot, or a half hour late for an hour timeslot.
 - 2. If any member(s) of your party appears to be intoxicated.
 - 3. If any member(s) of your party causes damage to any plants or structure.

4. If any member(s) of your party causes feelings of discomfort or harassment to any of The Zoo's guests, including but not limited to, Zoo visitors, other parties at The Zoo for photos, or any staff member or volunteer of The Zoo.
5. If any member(s) of your party harasses or causes stress to any of the Zoo's animal residents.
6. If scheduled for after-hour photos, your party arrives any later than 15 minutes after the scheduled timeslot.
7. If your party has not paid the above indicated fees.

V. Indemnification

- a. Lessee agrees that it shall indemnify, defend and hold harmless the Zoo and its employees, officers, trustees, and President, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with damage to property or injury to persons (including death) which arise out of Lessee's use of the facility, including any acts or omissions of Lessee, its agents, contractors, employees, invitees, servants or subcontractors. Lessee shall provide the Zoo immediate notice of any injury or damage to persons or property in, to or around the facility of which it is aware.

VI. Liability, Loss and Damage

- a. The Zoo shall not be liable for any injury to persons or damage to property suffered on or about the premises during the use of its facility.
- b. Lessee is financially responsible for any damage to or loss of property during the use of the facility for the photo session.

VII. Smoking/Alcohol

- a. The Zoo is a smoke-free environment. Smoking is prohibited in all areas of the facility. In addition, no open flame of any kind is allowed in any part of the facility at any time.
- b. The Zoo is an alcohol-free environment. Alcoholic beverages are not allowed to be brought onto Zoo grounds at any time for any reason.

VIII. Removal From the Facility

- a. The Zoo reserves the right to request that any individual associated with the Lessee and/or the photo session who is behaving inappropriately to be removed from the facility. What constitutes inappropriate behavior lies in the sole discretion and judgment of The Zoo. This includes but is not limited to those who appear to be intoxicated.

IX. Acts of God

- a. The Zoo assumes no liability for cancellation if your event due to weather and/or any act of God or other causes beyond The Zoo's control.

X. Cancellation

- a. If lessee cancels photo session prior to paying the deposit, the event is considered as having never existed. If Lessee cancels after paying deposit, the deposit will be held by The Buffalo Zoo. Deposit can be used for a rescheduled photo session, but will not be refunded.

XI. Environmental Protection

- a. Glitter, confetti, streamers, balloons, potpourri, seeds, rice and sparklers are strictly prohibited from use at the Zoo.

XII. Zoo Appearance and Exhibits

- a. Due to seasonal changes and the nature of animal exhibits, the Zoo cannot guarantee that the rented space will have the same appearance as when originally viewed.

XIII. MISCELLANEOUS PROVISIONS

- a. **Entire Agreement/Governing Law:** This Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This Agreement shall be construed and governed by the laws of the State of New York, without regard to its conflicts of laws provisions.
- b. **No Amendment:** No amendment or modification to this Agreement shall be binding upon the Zoo unless same is in writing.
- c. **No Assignment:** This Agreement is for the sole benefit of the Lessee and the Zoo and Lessee may not assign or transfer its obligations or rights under this Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.
- d. **Enforcement:** Lessee shall be responsible for all costs, expenses and reasonable attorneys' fees incurred by the Zoo in enforcing this Agreement in the event the Zoo prevails in any such enforcement.

The Lessee has read this Agreement and the terms and conditions contained within and agrees to comply with them.

Lessee:

Signature: _____ Date: _____

Print Name: _____

The Buffalo Zoo:

Signature: _____ Date: _____

Print Name: _____