

TWE PHOTO/VIDEO AGREEMENT FORM- 2024

To ensure quality events & satisfied clients, any photographer/videographer or mobile photo booth concept coming into our venue must be approved in advance. If you are a new vendor, please complete this agreement BEFORE signing a contract/quoting a

potential client. This agreement is valid for the current calendar year. If you are already on our approved list, we require this form to be filled out at the beginning of each year. This agreement is not a contract of exclusivity; this just grants you privileges at our venue & you will be added to our approved vendor list.

NOTE: Clients who hire vendors who fail to comply with this Agreement will be fined \$250 per vendor.

Company DBA Name	Company Legal Name
Address	Office Phone Number
Website	Company Hashtag
Facebook @	Instagram @
Company Representative	Job Title
Phone	Email
Billing Contact	Billing Email

Approval

- Photographers/Videographers who would like to book a Client's event must submit this photography/videography Agreement Form BEFORE quoting or securing a contract with the Client. TWE will approve or deny the request within 10 business days of a completed application.
- 2. TWE reserves the right to deny or exclude any photographer/videographer from working in our venue for any reason. Photographers/videographers who have been denied may not book future clients in our space and will work with all future clients in regards to deposits should they be denied access to the venue for breaking any of the terms or conditions lined out in this agreement. TWE can determine at any time to remove a vendor from the list if we have multiple client or staff complaints about service or professionalism. We provide the approved vendor list to clients at the time of their site visit. Please **Initial:**

ensure you have an updated approved list when working with your client.

3. Photographers/videographers and mobile photo concepts who have been approved must maintain a current COI on file with The West Events & 13435 Gulf Boulevard LLC additionally insured. Failure to keep a current COI will result in removal from our approved vendor list.

Approved Vendor List

We require our clients to seek planning, catering, bar & entertainment services off our approved list only. Clients may go off the list for other categories, while we highly advise our clients to stay on the list. These vendors work in our venue consistently and don't need to ask for approval regularly. Invitation to be a part of this list is given when our team determines that a vendor has gone above and beyond to provide exceptional customer service and has demonstrated their ability to work well with our venue management team. TWE takes great pride in ensuring the quality of events that are hosted in our venue. We count on our supporting Vendors to provide exceptional service to our Clients, their guests and our staff. We do require the approval in advance of any vendor, whether paid or unpaid who will be conducting a service or providing goods in our venue.

Load-In & Load-Out, Parking

- 1. All workers must know where to park and enter the property. Please let all workers know the venue rules and regulations prior to their arrival. There's nothing worse than vendors showing up and circling the building or not knowing where to go due to lack of information prior to arrival.
- 2. All vendors may actively unload at the back door of the venue, next to the large logo in one of the loading zones. Do not take up more than 1 loading zone at a time. As soon as vendors are unloaded, please immediately move vehicles to the designated vendor parking areas (see parking map which is not in the main TWE parking lot). Please plan accordingly and utilize a paid parking lot that is adjacent to the venue. Ex: If your company has 2-3 different workers coming in separate cars, they will need to be prepared to park in paid lots. We do not have enough parking for vendors as the main TWE parking lot needs to be for guests only. Under no circumstance should a vendor park in the main TWE parking lot.
- 3. It is the discretion of the valet as to whether they are able to help vendors with parking. Their main priority is to park clients' guests' vehicles.
- 4. Vehicles parked in unauthorized spots will be ticketed or towed.
- 5. Doors may be propped open during load in, while any damage to doors, hinges, or walls will be the responsibility of the vendor.
- 6. All vendors will park at their own risk.

Decor & Equipment

- 1. Vendor should bring their own dollies and carts. We do not have a place to store dollies or large equipment during an event, so please put any unnecessary items back in your vehicle after you have loaded them in.
- 2. TWE is not able to accept any deliveries or hold any items before or after the event. If items are left after the venue has closed, we cannot guarantee when the venue will be open to pick them up. TWE reserves the right to charge an additional storage fee if items are left behind that our staff has to remove in order to set up for the next event.
- 3. All hanging or suspended decorations, decor, and lighting must be approved in advance by TWE.
- 4. No confetti, glitter, birdseed, rice, synthetic feathers are allowed in or around the venue. This includes biodegradable confetti.
- 5. If florals are used or thrown or put on the aisle during the ceremony, we ask the planner or florist (if they are present for the event) to assist in the clean up.
- 6. Nothing may be affixed to the venue walls, floors, windows or furniture without permission from TWE.
- 7. Certain building features cannot be moved, altered, or covered by the Client, including our fire extinguishers, fire alarms, city permits, thermostats, etc.
- 8. Absolutely no fireworks or pyrotechnics are allowed in or around the venue. Sparklers may be used in the back alley of the venue and are prohibited inside as well as the courtyard. Cold sparklers are allowed with licensed and approved vendor.
- 9. Only battery-powered candles may be used on the floors to prevent any harm to guests or the venue.. If a client would like an open flame on the floor, please ensure the candle is fully enclosed.
- 10. All candles must be contained in a protective holder with at least a 1" lip. Taper candles need to be in a hurricane container fully encased. If wax is found on the floors, tables or chairs post event, an additional cleaning fee may be taken from the client's deposit.
- 11. The West Events cannot be held responsible for any theft or loss of any planing decor while on-site or in our parking areas. No equipment left on site post event.

Wheeled Vendors

There is a \$150 fee for all vendors that wish to pull anything into our courtyard with wheels. The client is responsible for paying this fee to the venue. Please confirm that your client knows of this fee before booking with your business.

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Client Meetings

- 1. Appointments can be arranged Tuesday-Friday for site visits by appointment only. Please email <u>manager@thewesteventspace.com</u> to set an appointment.
- 2. With respect to TWE's event schedule and client contracts, vendors agree to refrain from bringing clients by without an appointment, or allowing uninvited guests to enter the venue for any kind of meeting or walk through during an event. Client meetings are allowed by appointment only.
- 3. Vendors should NOT schedule appointments or tours with other clients to take place while setting up or working at another client's event. We do not allow outside guests in the building during someone else's event time, please do not invite anyone to "see your set-up" or view your services.

Staff Behavior

- 1. Vendor's staff members should be dressed appropriately for the event. Venue strongly advises that all vendors wear name tags with appropriate business name.
- 2. No alcoholic beverages or illegal drugs may be brought or consumed on-site by vendors (no exceptions).
- 3. Smoking is not permitted inside the venue nor on the grounds. Please do not allow your staff to stand outside the main door, prep kitchen or anywhere on property and smoke. They must walk down towards the parking lot if they need a smoke break.
- 4. The Vendor and any support staff should maintain a professional demeanor and avoid verbally or physically abusing or harassing TWE staff, venue guests, or other vendors. Using profane or sexual language directed towards any of our staff members, guests, or other vendors will result in removal from the vendor list and may be asked to refund future clients should vendor not be allowed back to the venue.

Safety

In order to maintain a safe facility free from injury or harm, we ask for all vendors cooperation with the following:

- 1. If a vendor causes or sees a spill, no matter who caused it or what it is, please clean it up, and notify a TWE staff member.
- 2. If a photographer or videographer takes a client/s across the street for beach pictures, they are assuming the risk and hold The West Events free of any liability. Please use the designated crosswalk and abide by city rules.
- 3. Vendors should clean up their own messes immediately after they are done with their project.

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- 4. TWE does not provide ladders. If you need to reach something high, please bring your own ladder.
- 5. Any extension cords or wires MUST be secured with gaffing tape, NOT DUCT TAPE!! Loose cords are a safety hazard and will not be allowed.
- 6. Camera and equipment bags can cause a trip hazard if left on the floor of the venue. Please do not leave any equipment out in eyesight.

Insurance & Indemnification

- The Vendor must provide a Commercial General Liability Certificate of Insurance naming 13435 Gulf Blvd., LLC, and The West Events, LLC, as additional insureds.
 - For Caterers, Bands, DJs, Florists, and Rental Companies, the minimum limits are \$1,000,000 per occurrence and \$2,000,000 aggregate.
 - For Photographers and Event Planners, the minimum limits are \$500,000 per occurrence and \$1,000,000 aggregate.
 - Certificates should be addressed as shown below: (*DO NOT mail certificates to this address.)

13435 Gulf Blvd, LLC and The West Events, LLC 13435 Gulf Boulevard Madeira Beach, FL 33708

- All insurance certificates must be turned in at least 30 days prior to the event date.
- Your COI can be emailed to officers@thewesteventspace.com
- Failure to submit a valid COI will result in removal from the approved vendor list.
- 2. Vendor agrees to indemnify, defend and hold The West Events, its parent company, employees and guests free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses and attorneys' fees asserted by any person or persons, including agents of employees of the Vendor or venue by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of Vendor, its agents or employees, or the joint negligence of Vendor and any other entity as a consequence of its execution or performance of the agreement or sustained in or upon the premises. This indemnification shall survive the term of this agreement as long as any liability could be asserted.

Additional Attachments Required

- Insurance Certificate
 - If you haven't attached your insurance certificate when should we expect to receive it?

• Date: _____

Social Media Use

- □ May we use photos of you or from you in social media and advertising? Credits are given.
 - □ Yes (please include your photo release form)
 - 🛛 No

Agreement

- □ I agree to adhere to the policies outlined in this agreement.
- $\hfill\square$ I will share relevant policies with my staff so that they are informed.
- $\hfill\square$ This agreement expires at the end of this calendar year.

Vendor Print Name:	Date:
Vendor: Signature:	Date:
TWE Signature:	Date:

Completed Agreement Forms, Certificates of Insurance and/or Applicable Licenses should be emailed in PDF format to: <u>manager@thewesteventspace.com</u>. This form needs to be resubmitted each calendar year.