



### **Photography Session Agreement – 27 State Street Bed & Breakfast**

Guest Name(s): \_\_\_\_\_

Reservation Date(s): \_\_\_\_\_

Requested Session Date(s): \_\_\_\_\_

Requested Session Time(s): \_\_\_\_\_

Guest Room(s): \_\_\_\_\_

This agreement (“Agreement”) is entered into by and between the undersigned guest (hereinafter referred to as “Guest”) and SC Charleston State St., LLC, doing business as 27 State Street Bed & Breakfast, the sole owner and operator of the premises located at 27 State Street, Charleston, South Carolina (hereinafter referred to as the “Property Owner” or “Property”). By signing this Agreement, the Guest agrees to the following terms and conditions for the photography session (hereinafter referred to as “Session”) at the Property:

#### **1. Session Overview**

The Guest has requested a photography session at the Property during their stay. The session will include access to the Guest’s private room and designated common areas of the Property, such as the courtyard garden, veranda, and front porch, as approved in advance by Property management.

#### **2. Photographer and Insurance**

The Guest is solely responsible for arranging and hiring their own photographer for the Session.

The photographer must provide proof of active general liability insurance and may be required to name SC Charleston State Street, LLC as an additional insured prior to the Session.

The Property Owner assumes no responsibility for the photographer’s actions, and any damage or injury caused by the photographer or their equipment is the sole responsibility of the photographer and/or Guest. The Property reserves the right to deny access to any photographer who does not meet these requirements.



### **3. Request to Move Furnishings**

Photography is permitted inside the Guest's private room and in approved common areas (e.g., veranda, courtyard, entrance), as designated by Property staff. Use of these areas for photography must be specifically approved in writing in advance.

Furnishings, décor, artwork, and fixtures may not be moved or adjusted in any way without prior written approval from Property management.

If the Guest wishes to request the movement of any items for photography purposes, the Guest must:

- Submit the request in writing at the time of photography session booking or no later than 7 days prior to the scheduled session.
- Clearly identify each specific item or piece of furniture they wish to move, including its exact location.
- Await and obtain written approval from Property staff before making any changes.

If approved, the Guest (or their photographer) is solely responsible for carefully moving the approved items and for returning them to their original placement immediately following the session.

SC Charleston State Street, LLC, the Property Owners, and staff will not assist with moving items and will not be held liable for any injuries, accidents, or damage incurred during the movement or repositioning of furniture, décor, or other property elements.

The Guest accepts full responsibility for:

- Ensuring all moved items are returned to their original locations.
- Any and all damage to the Property or its contents, including but not limited to furnishings, fixtures, flooring, walls, or landscaping.
- All costs associated with cleaning, repair, or replacement required due to damage or disruption caused during the photography session.

The following fees may apply:



- Unauthorized movement of furnishings or décor: Minimum \$100 fee
- Failure to return items to original position: \$50 fee
- Damage to furnishings or property: Full cost of repair or replacement, as assessed by management

Violations of these terms may result in the cancellation of the session without refund, could result in loss of access to future add-on services, and result in additional penalty fees (noted above).

#### **4. Respecting the Privacy of Other Guests**

The Guest agrees to ensure that the photography session will be conducted in a manner that does not disturb the comfort, privacy, or experience of other guests staying at the Property.

Photography is limited to the Guest's private room and designated common areas, such as the courtyard, veranda, and entrance. Use of these common areas for photography must be approved in advance by Property management and included in the guest's photography session request.

Photography in any other areas of the Property (interior or exterior) is strictly prohibited without written authorization.

The Guest and photographer must maintain a respectful volume and professional conduct at all times while on the premises.

#### **5. Weather & Rescheduling Policy**

Outdoor sessions are weather-dependent. If the weather does not permit the Session to take place outdoors, the Property will attempt to reschedule the Session during the Guest's current stay, subject to availability.

If rescheduling during the stay is not possible, the photography session fee may be applied to a future reservation. The credit is non-transferable, must be used by the original Guest, and is subject to blackout dates and availability.

The original stay rate will not change, and only the photography session fee may be credited toward a future booking. No refunds will be provided for canceled



Sessions due to inclement weather, guest cancellations, or other circumstances beyond the Property's control.

## **6. Indemnification and Liability**

To the fullest extent permitted by law, the Guest agrees to indemnify, defend, and hold harmless SC Charleston State Street, LLC, d/b/a 27 State Street Bed & Breakfast, the Property Owners, its officers, members, managers, employees, agents, affiliates, successors, and assigns from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees), whether direct or third-party, arising out of or related to the photography session.

The Guest acknowledges that the Property is not responsible for any injury or damage caused by the photographer or any third parties during the photography session, including but not limited to, accidents or incidents involving photography equipment, lighting, or photographer conduct.

The Property is not liable for any loss or damage to the Guest's personal property or the photographer's equipment during the session.

## **7. Waiver of Claims**

By signing this Agreement, the Guest hereby waives, releases, and discharges SC Charleston State Street, LLC, d/b/a 27 State Street Bed & Breakfast, the Property Owners, employees, agents, and affiliates from any and all claims, causes of action, or demands for injuries, damages, or losses, whether known or unknown, arising out of or in connection with the photography session at the Property.

This includes but is not limited to claims for bodily injury, property damage, emotional distress, or any other damages, regardless of fault.

The Guest further acknowledges that they voluntarily assume all risks associated with participating in the photography session.

## **8. Compliance with Property Guidelines**

The Guest agrees to comply with all policies set forth by the Property during the Session, including but not limited to:



- Respecting the privacy and comfort of other guests
- Obtaining prior written permission to move any furnishings or décor
- Complying with the rescheduling and cancellation policies outlined above

Violation of these policies may result in immediate cancellation of the Session without refund and potential loss of access to future amenities or add-on services.

## **9. Photographer Arrangement**

The Guest is solely responsible for hiring and arranging a photographer for the Session, in accordance with the requirements outlined in this agreement.

If the Guest does not have a photographer in mind, 27 State Street Bed & Breakfast is happy to provide recommendations upon request. However, if a recommended photographer is chosen by the Guest, SC Charleston State Street, LLC, d/b/a 27 State Street Bed & Breakfast, the Property Owners, employees, agents, and affiliates assume no liability for the photographer's performance, conduct, or business practices. Any agreement or dispute between the Guest and photographer is solely between those parties.

## **10. Governing Law & Venue**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any disputes arising from or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Charleston County, South Carolina, and the Guest expressly consents to the jurisdiction and venue of such courts.

## **11. Agreement to Terms**

By signing below, the Guest acknowledges that they have read, understood, and voluntarily agree to be bound by the terms and conditions of this Photography Session Agreement.

This Agreement may be executed electronically and shall be binding upon signature, whether handwritten or electronic.

***Signatures of parties involved in this agreement appear on the next page and are subject to all regulations outlined in the Agreement.***



Guest Name(s): \_\_\_\_\_

Guest Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

Photography Session Approved by (Staff):

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_