

FOREST LAWN GROUP IMAGE USE POLICY

The Forest Lawn Group operates private, not-for-profit, regulated cemeteries (Forest Lawn Cemetery in Buffalo, NY, Lakeside Cemetery in Hamburg, NY, Williamsville Cemetery in Amherst, NY, St. Matthew's Cemetery in West Seneca, NY, and Forest Lawn Cremation Company, individually and collectively referred to in this policy as "Forest Lawn") that provide a dignified final resting place for persons of all faiths and traditions and from all walks of life. In order to assure peace and dignity for all who come to visit, Forest Lawn has adopted certain rules for visitors.

All visitors are invited to enjoy the beauty of Forest Lawn's cemeteries, and to preserve their memories in photographs and artwork created ***FOR THEIR OWN PERSONAL, PRIVATE USE.***

The creation, capture, production, and use of images for use other than personal private use is limited as provided in the rules set forth below, which are applicable to all Forest Lawn Group properties.

1. DEFINITIONS:

- The term "*image*" includes any graphic representation of a person, place, object, or thing, however and wherever created, captured, or produced, including photographs, motion pictures (film), video images, live "streaming" video, paintings, sketches, drawings, and similar items, including any and all photographs and artwork as defined herein.
- The term "*photography*" includes the creation, capture, or production of an image by any mechanical or digital means, using any device with a lens, including still images, motion pictures (film), video images or live "streaming" video images. All such images are referred to as "*photographs.*" The creator of any such still image, film or video is referred to as the "*photographer.*"
- An "*artwork*" is the result of the creation, capture or production of an image by non-mechanical or non-digital means, in any medium, including but not limited to paintings, sketches, etchings, drawings, impressions in plaster or any other medium, and sculpture. The creator of artwork is referred to as the "*artist.*"
- The term "*commercial use*" includes all images created, captured, or produced for publication, exhibition, promotional use, or other public dissemination, such as inclusion in any commercial project (for example: a feature film, advertising piece, or commercial website); broadcast or "live streaming" on television, radio, a website, or any other "live media" outlet (except for live coverage of news events); publication in a book, magazine, newspaper, or on a website; posting on a social media site, including Facebook, Twitter, Flickr, You Tube, Instagram, Vimeo, Tumblr, or any other social media internet site, including posting on a "weblog" or "blog;" entering images in a competition, show, or any other exhibit or display; and dissemination of images to the public in any manner or by any means.

2. RULES APPLICABLE TO ALL PHOTOGRAPHERS AND ARTISTS: Regardless of the circumstances, *all persons are always prohibited from creating, capturing or producing images of:*

- Funeral ceremonies or processions;
- Persons visiting grave sites;

- Stained glass windows;
- Interiors of private mausoleums;
- The name of any person shown on monuments and mausoleum exteriors that does not include a date of death (New York Civil Rights Law § 50);
- Signage, building names or other items that identify a Forest Lawn cemetery as the location where the image was created, captured or produced (unless a “*Comprehensive Site Use Permit*” is obtained as described below).

3. PERSONAL USE: Family members and visitors to Forest Lawn are welcome to create, capture or produce images for their own private, personal use only. *Private, personal use DOES NOT include posting on social media websites, such as Facebook, Twitter, Flickr, You Tube, Instagram, Vimeo, Tumblr, and similar sites, entry into competitions or displays, or any other dissemination to the public.*

4. SPECIAL RULES FOR WEDDING PHOTOGRAPHY: The beautiful landscape of Forest Lawn’s cemeteries is available for use as a backdrop for wedding day photography. No fee or permit is required for private use wedding party photography. Information regarding wedding photography at Forest Lawn is provided in the *Forest Lawn Wedding Photography Information & Affirmation* attached to this document. Any use of wedding photographs other than person use (i.e. photographer advertising or entry into a competition) is considered commercial use and is bound by the rules set forth herein.

5. COMMERCIAL USE: Forest Lawn prohibits the creation, capture or production of images for commercial use on all of its properties without express advance permission as described in this *Forest Lawn Group Image Use Policy*, which is conspicuously displayed at the entrance of each cemetery, and is also published on Forest Lawn’s website at <http://www.forest-lawn.com> under the heading “About.”

6. INDIVIDUAL RELEASE: Each photographer or artist is responsible for obtaining appropriate releases from all persons whose likeness or names may appear in images, as the Forest Lawn Group does not have the authority to grant such rights.

7. COMMERCIAL IMAGE USE PERMITS AND FEES: A photographer or artist who desires to obtain Forest Lawn’s permission for creating, capturing or producing images for commercial use must complete and submit Forest Lawn’s *Image Use Agreement & Permit* (the “Permit”), well in advance of the date on which the images will be created, captured or produced. If approved, the photographer or artist must pay all required fees, and abide by all of the terms and conditions of the Permit. Please see the attached *Schedule A* for all applicable fees.

- “Basic Site Use”** requires payment of a fee in the amount of \$500.00 per day (single 8-hour period between the hours of 8:00 am and 5:00 pm), which allows the creation, capture or production of images for commercial use without identifying Forest Lawn, with the supervision and assistance of Forest Lawn staff and personnel.

- b. **“Comprehensive Site Use”** requires payment of a fee in the amount of \$1,500 per day (single 8-hour period between the hours of 8:00 am and 5:00 pm), which allows creation, capture or production of images that may include signage, building names or other items that identify Forest Lawn as the location where the images were created, captured, or produced, and may require staff coordination and grounds maintenance after site use.
8. **ATTRIBUTION:** If Forest Lawn grants permission to create, capture or produce images for commercial use, credit must be given on or adjacent to the images as they are used, in the following format: ***“Used with permission from The Buffalo City Cemetery, Inc. d/b/a The Forest Lawn Group.”***

Note: All photographers and artists that use any equipment other than a single, hand-held camera must obtain a Comprehensive Site Use Permit.

**THE FOREST LAWN GROUP IMAGE USE
AGREEMENT & PERMIT**

Name of Photographer or Artist ("Licensee"): _____

Address: _____

Telephone Number: _____

E-Mail: _____

Project Description (the "Project"): _____

Project Date(s): _____

Project Time(s): _____

- Project Location(s) (the "Property"):
- Forest Lawn Cemetery
 - Lakeside Cemetery
 - St. Matthew's Cemetery
 - Williamsville Cemetery

1. GRANT OF LIMITED LICENSE: The Forest Lawn Group ("Forest Lawn") hereby grants Licensee, his/her/its agents and assigns, limited permission to enter upon the Property only for the purpose of creating, capturing or producing images on the dates and time set forth above in connection with the Project, as more fully described in *Schedule C* attached hereto. All physical and electronic embodiments of images made on the Property in connection with the Project are hereafter referred to as the "Materials."

2. FEES: In consideration for the rights granted to Licensee under this Agreement, Licensee shall pay to Forest Lawn all fees described on *Schedule A* attached hereto, by cashiers, certified or corporate check payable to "Forest Lawn." The fees must be received by Forest Lawn at least 48 hours prior to the first above-noted Project Date(s).

3. PROHIBITIONS: Licensee agrees that he/she/it will not create, capture or produce images of: (a) funeral ceremonies or processions, (b) persons visiting grave sites, (c) stained glass windows, (d) interiors of private family mausoleums, or (e) signage, building names or other items that identify the Property as a Forest Lawn cemetery, unless Licensee has paid a "*Comprehensive Site Use Fee*." Images of monuments and mausoleum exteriors may be created, captured or obtained, but any such images cannot include the name of any person whose inscription does not indicate a date of death. Licensee is responsible for obtaining releases from any persons whose image is created,

captured or obtained as part of the Project while on the Property, as Forest Lawn does not have the authority to grant such rights.

4. PROJECT AREA: Describe specific areas of the designated Property where the Project will occur:

5. USE OF MATERIALS: Licensee agrees that it will not use the Materials in any way that will adversely impact the good will and reputation of Forest Lawn.

6. ATTRIBUTION: Credit must be given on or adjacent to the Materials: "Used with permission from The Buffalo City Cemetery, Inc. d/b/a The Forest Lawn Group.

6. CARE OF THE PROPERTY: Licensee may not make any alterations to the Property (either temporary or permanent), including trimming, cutting or removing natural features such as trees and shrubs, without express written consent signed by the President of Forest Lawn. All of the Licensee's vehicles and personnel must typically use the Delaware Avenue entrance at Forest Lawn Cemetery, the Camp Road entrance at Lakeside Cemetery, the French road entrance at St. Matthew's Cemetery, and the Main Street entrance at Williamsville Cemetery (alternate entrances may be permitted at the discretion of Forest Lawn as circumstances warrant). Upon arrival, Licensee must "check-in" at the cemetery office to notify cemetery security and staff of their arrival and identify all of Licensee's personnel who will be present on the Property. All of Licensee's vehicles and heavy rolling stock are restricted to designated roadways and may not cross lawn areas without express written advance permission of, and supervision by, Forest Lawn. All of Licensee's vehicles, equipment and sets must be removed from the Property each day at the close of business. Licensee is responsible for any damage to the Property caused by Licensee's activities on the Property.

7. INDEMNIFICATION: Licensee agrees to hold harmless, defend and indemnify The Buffalo City Cemetery, Inc., The Forest Lawn Group, and its trustees, officers, employees, agents and contractors, from all claims, demands, causes of action, damages, or liabilities of any kind which may arise out of, directly or indirectly, or in connection with, the activities of Licensee, his/her/its agents, employees, personnel and contractors on the Property or in

connection with the Project. The requirements of this section shall survive the expiration or earlier termination of this Agreement.

8. INSURANCE: Licensee must provide Forest Lawn with a Certificate of Insurance that names Forest Lawn as an "Additional Insured," and otherwise complies with the Insurance Requirements described in *Schedule B* attached hereto.

8. RESCHEDULING: In the event Licensee is unable to conduct his/her/its activities on the Property on the Project Dates and times set forth above, or in the event that Forest Lawn is unable to provide Licensee with access to the Property on the Project Dates, then Forest Lawn, at its sole discretion, may agree to re-schedule the Project, in which event the terms and conditions of this Agreement shall continue to apply.

9. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of New York without regard to conflict of laws principles.

10. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and may be amended only in a writing signed by both parties.

11. TYPE OF PERMIT SOUGHT: Basic Site Use
 Comprehensive Site Use

LICENSEE:

Name of Licensee
By: _____

Title:
Responsible Person: _____ Telephone: _____

----- **For Office Use Only** -----

Type of Permit: Basic Site Use
 Comprehensive Site Use

Fee Paid: \$ _____ Date: _____ CR# _____

Accepted and approved on _____

THE FOREST LAWN GROUP:

By: _____
Title:

**SCHEDULE A
COMMERCIAL IMAGE USE FEES**

Site Use Fees

(Required in all cases)

- Full Day (Basic Site Use) \$500.00 \$ _____
- Full Day (Comprehensive Site Use) \$1,500.00 \$ _____

Hourly Charge for Staff Coordination

(Required for Comprehensive Site Use Permit)

\$35.00/hour \$ _____

Security Fee

(Required for Comprehensive Site Use)

- Full Day \$ 200.00 \$ _____
- Half Day \$ 100.00 \$ _____

Hourly Charge for Clean-up after Site Use

(If needed, as determined by Forest Lawn)

\$25.00/hour \$ _____

Research Fee for Obtaining Historical Information

(If needed, as determined by Forest Lawn)

\$30.00/hour \$ _____

Use of Chapel as Staging Site *(If Needed)*

- Full Day \$ 1,600.00 \$ _____
- Half Day \$ 600.00 \$ _____
- One Hour \$ 300.00 \$ _____

Fee Total \$ _____

Forest Lawn may, in its sole discretion, reduce the commercial image use fee for 501(c) (3) organizations that can document their tax-exempt status, or for amateur or community service projects.

SCHEDULE B INSURANCE REQUIREMENTS

All independent filming or commercial photographers performing services on The Forest Lawn Group's property (Forest Lawn, Lakeside, St. Matthew's or Williamsville Cemetery) must provide a Certificate of Liability Insurance prior to conducting the service, with the following coverages noted:

1. General liability, automobile, and equipment limits must be listed, at a minimum level of \$1,000,000.
2. Automobile Liability must be listed, with "Any Auto" box checked.
3. Excess / Umbrella Liability must be included at a minimum level of \$1,000,000.
4. Workers compensation and employer's liability must be listed at a minimum of the statutory limit.
5. The Description of Operations / Locations / Vehicles / Exclusions added by endorsement / Special Provisions box must have the following information and language:

"The Buffalo City Cemetery is included as an Additional Insured under General Liability. The inclusion of an additional insured shall be subject to all other terms and conditions contained in the general liability policy."

6. List cemetery name as Certificate Holder:

The Buffalo City Cemetery, Inc. d/b/a The Forest Lawn Group
[List name of] Cemetery
1411 Delaware Avenue
Buffalo NY 14209

7. The Cancellation Box must contain the following language:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left."

SCHEDULE C
SUMMARY OF COMMERCIAL IMAGE PRODUCTION
(Attach additional sheets if necessary)

1. Production Date(s): _____ Production Time(s): _____

2. Detailed description of what images will be created, captured or produced:

3. If the production is scripted, please attach a copy of the script:

- Script attached.
- Script not attached. Reason why not attached: _____

4. Type of equipment to be used in creating the images:

5. Number of people present at the Location who will be involved in creating the images:

DISTRIBUTION SUMMARY
Detail Proposed Commercial Use of Images

Wedding Photography Information and Affirmation (PLEASE PRINT)

Wedding Couple Person 1: _____

Wedding Couple Person 2: _____

Primary Contact Name: _____ Telephone: _____

Primary Contact Address: _____

Name of Photographer: _____ Telephone: _____

Date and Time of Photography: _____

Affirmation: We the undersigned agree to abide by the foregoing requirements, and the Rules & Regulations of Forest Lawn, regarding wedding photography, and we understand and agree that we are fully responsible for any violation or damage that may occur as a result of our wedding party's visit to Forest Lawn.

Wedding Couple Person 1:

_____ Signature: _____ Date: _____

Wedding Couple Person 2:

_____ Signature: _____ Date: _____