

THE CITADEL
The Military College of South Carolina
171 Moultrie Street
Charleston, SC 29409

MEMORANDUM
NUMBER 7-1

13 August 2010

PHOTOGRAPHY, FILMING, AND VIDEOGRAPHY ON CAMPUS

1. PURPOSE

As an educational institution, The Citadel seeks to further its mission of education, research, and public service, and to minimize activities that disrupt or are inconsistent with that mission. In pursuit of this mission, this Memorandum establishes policies and regulations for photography, filming, and videography on The Citadel campus.

2. REFERENCES

S.C. Code Ann. 12-62-10, *et. seq.*

3. DEFINITIONS

- A. "Private photography, filming, and videography" is the capturing of images by individuals for their personal use.
- B. "Professional photography, filming, and videography" is the capturing of images on behalf of other parties, including campus offices, regardless of whether or not there is compensation for the services rendered.

4. POLICY

- A. Photography in the Barracks
 - i. Barracks at The Citadel are residences for cadets, summer school students, and other designated persons. Entry into the barracks is limited to these individuals and certain members of the faculty and staff of The Citadel, as well as designated employees of The Citadel's janitorial contractor. Persons in violation of Citadel policies regarding entry into barracks are considered trespassers who may be escorted from the premises by Campus Public Safety, and/or prosecuted under applicable South Carolina law.

Residents of the barracks are permitted photography, filming, and videography within the barracks for personal use. During periods when the public is allowed access into the barracks, such as Parents' Day, Homecoming, and Corps Day, private photography, filming, and videography are permitted. Professional photography, filming, and videography is prohibited during these periods without the written authorization of the Vice President for External Affairs.

Photography, filming, and videography in the barracks by all other persons, regardless of prior or current affiliation or graduate status with the college, is prohibited. Persons or groups desiring photos or videography inside the barracks, whether occupied or unoccupied, must obtain written authorization of the Vice President for External Affairs. Such authorization must be coordinated with the Commandant of Cadets or his designee, and must be secured at least ten (10) business days before the date for which access is requested.

ii. Fees and Limitations

a. Alumni may obtain access to the barracks for private photography, filming, or videography upon payment of a fee of one-hundred dollars (\$100) and execution of a Release and Hold Harmless Agreement (Annex A). All other persons may obtain access to the barracks for private photography, filming, or videography upon payment of a fee of two-hundred fifty dollars (\$250) and execution of a Release and Hold Harmless Agreement (Annex A). Fees for access to barracks for professional photography are established by the Office of External Affairs. All checks must be made payable to "The Citadel Foundation" and designated for unrestricted funds.

b. Visitors seeking access to unoccupied barracks for the purposes of photography, filming, or videography must be accompanied by an official escort. It is the responsibility of the visitor seeking access to secure an escort from the list of escorts available at the Office of External Affairs. In addition to the fee prescribed in Paragraph ii a, above, there is a fifty dollar (\$50) escort fee for photography in unoccupied barracks. Confirmation that an escort has been

secured must be transmitted to OEA three (3) business days before the event. Visitors without an escort will be denied access to the barracks.

- B. Photography, filming, and videography in academic buildings (Capers Hall, Bond Hall, Byrd Hall, Duckett Hall, Jenkins Hall, Thompson Hall, Grimsley Hall, LeTellier Hall, and Deas Hall)
 - i. Photography, filming, and videography is prohibited without prior written permission of the Vice President for External Affairs.
 - ii. All requests must be submitted in writing to the Vice President for External Affairs, and must include the time, date, location and approximate duration.
- C. Photography, filming, and videography in buildings regularly open to the public (Mark Clark Hall, Summerall Chapel, Daniel Library, and the Holliday Alumni Center)
 - i. Private photography, filming, and videography is permitted.
 - ii. Professional photography, filming, and videography is prohibited in Mark Clark Hall, Daniel Library, and the Holliday Alumni Center without prior written permission of the Vice President for External Affairs.
 - iii. Professional photography, filming, and videography is prohibited in Summerall Chapel without written permission of the Chaplain. All requests to the Vice President for External Affairs and the Chaplain must be submitted in writing and must include the time, date, location and approximate duration.
- D. Photography, filming, and videography in athletic buildings (McAlister Field House, Seignious Hall, Vandiver Hall, Altman Athletic Center, Johnson Hagood Stadium, and Johnson Hagood Readiness Center / Pressbox Facility)
 - i. Private and professional photography, filming, and videography is prohibited in Seignious Hall and Vandiver Hall.
 - ii. Unless otherwise announced, private photography, filming, and videography is permitted during ticketed events at McAlister Field House, Johnson Hagood Stadium, Johnson

Hagood Readiness Center / Pressbox Facility, and in the Altman Athletic Center.

- iii. Professional photography, filming, and videography is prohibited during ticketed events at McAlister Field House, Johnson Hagood Stadium, Johnson Hagood Readiness Center / Pressbox Facility, and in the Altman Athletic Center without prior written permission of the Sports Information Department.
- iv. All requests to the Sports Information Department must be submitted in writing and must include the time, date, location and approximate duration.

E. Outdoor areas on The Citadel campus

- i. Private photography, filming, and videography is permitted.
- ii. Professional photography, filming, and videography is prohibited without prior written permission of the Vice President for External Affairs.
- iii. All requests must be submitted in writing to the Vice President for External Affairs, and must include the time, date, location and approximate duration.

F. Points of Contact

- i. The Chaplain's Office is the point of contact for weddings held in Summerall Chapel.
- ii. The Office of External Affairs is the initial point of contact for all other individuals desiring to take pictures on campus.
- iii. Members of the media must be escorted by the Vice President for External Affairs, or his designee, and are subject to such rules or regulations as may be imposed by the Vice President for External Affairs or his designee, but are otherwise exempt from this regulation.

G. Exceptions. This Memorandum does not apply to:

- i. The official Citadel photographer or representatives or designees of the Office of Facilities and Engineering, acting in their official capacities.

- ii. Members of the media, escorted by a representative of the Office of External Affairs and acting in accordance with The Citadel's media policy.

4. COMPLIANCE

A student who fails to comply with this policy may be withdrawn on an interim basis, and/or referred for disciplinary action.

5. NOTES

A. Dates of official enactment and amendments:

Approved by Director of Citadel Staff on 13 August 2010

B. Responsible Department:

Office of External Affairs

C. Responsible Official:

Vice President for External Affairs

D. Cross References

6. RESCISSION

Memorandum No.4, dated 11 September 2008, is rescinded

FOR THE PRESIDENT:

OFFICIAL

JOSEPH W. TREZ
Colonel, USA, Retired
Director of The Citadel Staff

Attachment:
Annex A, Release and Hold Harmless Agreement

**RELEASE AND HOLD HARMLESS AGREEMENT
FOR PHOTOGRAPHY IN BARRACKS
(Must be signed prior to entry into the barracks)**

I am _____ (“Participant”), and I am fully competent to sign this Agreement.

I desire to take pictures, assist a photographer, or be photographed, in a barracks at The Citadel. I understand that barracks at The Citadel are living spaces for college age students, and I agree to abide by all limitations and restrictions imposed on me by Citadel officials. I understand that failure to abide by such limitations will result in the immediate revocation of the permission granted by The Citadel to enter the barracks.

In consideration of being permitted to enter the barracks, I, on behalf of myself, my heirs, successors, and assigns, and as parent or legal guardian of Participant, **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE of The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns**, and I assume full responsibility for my entry into the barracks.

I, on behalf of myself, my heirs, successors, and assigns, **HEREBY RELEASE AND HOLD HARMLESS The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns**, (“Releasees”), **WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH**, or loss or damage to person or property, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, that may result from or occur during my entry into the barracks.

I further agree to indemnify and hold harmless **The Citadel, the State of South Carolina, their respective officers, directors, agents, servants, employees, members, successors and assigns**, from liability for the injury or death of any person(s) and damage to property that may result from my negligent or intentional act or omission while I am in the barracks.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTANDING ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant’s name: _____

Signature: _____ Date: _____