



SCHOOLHOUSE School Portrait Agreement PHOTOS

(513) 400-4222 info@schoolhousephotos.com

Schoolhouse Photos, LLC, referred to herein as "Schoolhouse", is an Ohio Limited Liability Company doing business as Schoolhouse Photos. School, as identified below, is referred to herein as "School".

This Agreement is for the following school year term(s) _____

School: Mann Elementary

Address: 10435 US-42

City/State/Zip: Union, KY 41091

Principal:	<u>Connie Crigger</u>	Phone: <u>859-384-5000</u>	Email: <u>connie.crigger@boone.kyschools.us</u>
VP:	<u>Genny Sullivan</u>	Phone: <u>859-384-5000</u>	Email: <u>genny.sullivan@boone.kyschools.us</u>
Secretary:	<u>Cindy Wilson</u>	Phone: <u>859-384-5000</u>	Email: <u>cindy.wilson@boone.kyschools.us</u>
YearBook:	<u>Amanda Shumate</u>	Phone: <u>859-384-5000</u>	Email: <u>amanda.shumate@boone.kyschools.us</u>
Financial:	_____	Phone: _____	Email: _____

Grades: Pre K - 5

Number of Students: _____

School Colors: Blue & Yellow

Fall Pictures

Date: August 28, 2019

Make Up Date: October 2, 2019

Set up Location: Gym

Class Pictures

Date: Composites

Location: _____

Spring Pictures

Date: _____

Make Up Date: _____

Set up Location: _____

Club Photo Day

Date: _____

Location: _____

Yearbook (free web based software)

Binding: Split

Cover: Custom

Color/B&W _____

Family Photo Day

Date: _____

Location: _____

Cost per family: _____

Sports/Club Pictures: See addendum



**SCHOOLHOUSE
PHOTOS**

Mann Elementary School
10435 US Hwy. 42
Union, KY 41091

This document sets forth an agreement between Mann Elementary School ("the School") and Schoolhouse Photos, LLC (Schoolhouse) regarding photography and related services to be provided by School and Schoolhouse beginning July 31, 2019 and ending June 30, 2021.

- The School shall provide Schoolhouse with a complete database, including staff, in a Microsoft Excel compatible format at least two (2) weeks prior to the initial photography date. Excel file should include first name, last name, grade, homeroom teacher and student ID.
- Schoolhouse will photograph students on the date(s) mutually agreed upon between Schoolhouse and School.
- The School agrees to secure up to six (6) parent volunteers, as needed, to assist Schoolhouse on photo day. Volunteers are not needed on retake day. Parent volunteers shall receive a complimentary Package D which includes 2-5x7's, 2-4x6's and 4 wallets.
- Schoolhouse will deliver color posters publicizing "Picture Day" at least two (2) weeks prior to photo day that are to be displayed in the School's high traffic areas.
- Schoolhouse will provide Staff with a complimentary teachers package which includes 2-5x7's and 8 wallets. Staff that have children at the School will receive a 50% discount on all children enrolled and on any item(s) purchased.
- Boone County School employees will receive 50% discount.
- Schoolhouse will provide prepay order envelopes explaining the photo packages and prices. Order envelopes will be delivered to the School within two (2) weeks of the scheduled photo day. School will hand out order forms to students one (1) week before scheduled Photo Day.
- No fee will be charged for yearbook only photo.
- Schoolhouse will provide the School a strip of four (4) stickers for use by the School, School Nurse, teachers with any leftover to be used by the student for possible gifts for parents.
- Schoolhouse will provide the School ID badges (horizontal for students including picture, barcode, name, school and year and vertical for staff including picture, name, school and year.)
- School will be given a link to download picture files, compatible with Schools database, within three (3) weeks of completion of photo day.

- Class Composites. The School will supply Schoolhouse with the correct names of each student's photo, proofed by their teachers, by December 1st of each school year for Class Composites. Class composites will be delivered to the School after Schoolhouse receives corrected proofs. Class composites are available for \$10 along with the purchase of an individual photo portrait package.
- Commission = 20% of all net portrait sales on photo day and photo retake day. Net portrait sales are defined as the total amount of sales on photo and photo retake day less lab/printing fees. SHP shall pay the School the amount calculated within two (2) weeks after photo retake day.
- Schoolhouse shall provide a "Principal's Album" of Class Composites.
- Club Photo Day will be shot in the school gym in February or early March of each school year and consist of individual and team photos. Schoolhouse will provide the School with order envelopes prior to Club Photo Day for the students to take home to fill out and bring back on Club Photo Day.
- Yearbooks shall be offered in hardback and soft cover bindings. Yearbook will be submitted by School yearbook staff in June of each school year to be delivered the following August. Digital yearbooks (if available and agreed upon) with parental controls, will be provided for a nominal fee. Parents will need to download the App in their respective Apple or Android App Store and then the parent is charged \$.99 "in app purchase" when they enter the provided activation code. Digital yearbook (if applicable) is a fully digital edition of the book archived in the cloud and available on all Apple and Android devices. Kids have ability to sign book and send a message to each student and/or faculty member in the book (limit one per student and/or faculty member in the book). Unlimited incoming video clips. Students have the ability to send three (3) stickers to each student and/or faculty member in the book. Unlimited incoming stickers.

NOTES:



(513) 400-4222

[illegible]

Terms and Conditions

1. "Images(s)" means all visual representations furnished to School by Schoolhouse, whether captured, delivered, or stored in photographic, electronic or any other media.
2. All images and rights relating to them, including copyright and ownership rights in the media in which the images are stored, remain the sole and exclusive property of Schoolhouse. Unless otherwise specifically provided herein, no image may be used for promotional or advertising purposes without the express written consent of Schoolhouse. Digital files may contain copyright and other information embedded in the header of the image file or elsewhere; removing and/or altering such information is strictly prohibited and constitutes a violation of the copyright law.
3. School may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of the images, alone or with any other material, except that cropping or color balance consistent with reproduction needs may be made.
4. All uses of images shall be accompanied by the following copyright credit:
"© Schoolhouse Photos, LLC"
5. There shall be no postponement of any scheduled dates for photography services unless agreed upon by both parties.
6. Unless delivered to School by Schoolhouse, no model or property release exists, and it is Schools responsibility to obtain the necessary permissions for usages that require model or property releases not delivered by Schoolhouse.
7. School shall indemnify and defend Schoolhouse against all claims, liability, damages, costs, and expenses, including reasonable legal fees and expenses, arising out of the creation or use of any images, the use of School premises and the use of or relating to any materials furnished by School.
8. This Agreement shall renew automatically for additional one year terms, unless terminated by either party by written notification prior to March 1, of the last year of the initial term(s) or any renewal term(s).
9. School may not assign or transfer this Agreement or any rights granted under it. This Agreement binds School and inures to the benefit of Schoolhouse, as well as their respective principles, employees, agents, affiliates, heirs, legal representatives, successors and assigns. No amendment or waiver of any term is binding unless set forth in writing and signed by the parties.
10. Schoolhouse is an independent contractor and not an employee of School.
11. This Agreement shall be governed by the laws of the State of Ohio and applicable copyright law. Except as otherwise provided herein, any dispute regarding this Agreement shall, at Schoolhouse's sole discretion, either:
 - (1) be arbitrated in Cincinnati, Ohio, under the rules of the American Arbitration Association and the laws of Ohio; provided, however, that irrespective of specific provision in the rules of the American Arbitration Association, the parties are not required to use the services of arbitrators participating in the American Arbitration Association or to pay the arbitrators in accordance with the fee schedules specified in those rules. Judgement on the arbitration award may be entered in any court having jurisdiction.
 - OR
 - (2) be adjudicated in Cincinnati, Ohio under the laws of the United States and/or Ohio.
12. School hereby expressly consents to the jurisdiction of Ohio and Federal courts with respect to claims by Schoolhouse, including copyright, subsidiary and related claims.

Additional Terms and Conditions:

By signing below School agrees that Schoolhouse is the School's exclusive photographer. Schoolhouse has the exclusive right to all digital files. Schoolhouse will not disclose any confidential information provided by School. This agreement is subject to the Terms and Conditions on the following page(s).

Mann Elementary Representative (Printed)

Position

Date

Mann Elementary Representative Signature

Schoolhouse Photos Representative (Printed)

Position

Date

Schoolhouse Representative Signature