

SCHOOLHOUSE PHOTOS

School Portrait Agreement

(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) 2019 - 2021

School: Ockerman Elementary

Address: 8250 US 42

City/State/Zip: Florence, KY 41042

Principal: Kim Best Phone: 859-282-4620 Email: kim.best@boone.kyschools.us

VP: Chris Ritzi Phone: _____ Email: _____

Secretary: Laura Geist Phone: _____ Email: laura.geis@boone.kyschools.us

YearBook: Mary Cochran Phone: _____ Email: _____

Financial: Susan Bell Phone: _____ Email: _____

Grades: Pre-5

Number of Students: _____

School Colors: Red, White & Ockerman Blue

Fall Pictures

Date: 09/24/19

Make Up Date: 10/29/19

Set up Location: Gym

Class Pictures

Date: Composites

Location: _____

Spring Pictures

Date: N/A

Make Up Date: _____

Set up Location: _____

Club Photo Day

Date: 03/18/20

Location: _____

Yearbook (free web based software)

Binding: PERFECT BOUND

Cover: CUSTOM

Color/B&W COLOR

Family Photo Day

Date: TBD

Location: GYM

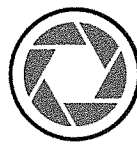
Cost per family: _____

Sports/Club Pictures: See addendum



(513) 400-4222

[illegible]



**SCHOOLHOUSE
PHOTOS**

Mrs. Kim Best
Ockerman Elementary
8250 US HWY 42
Florence, KY 41042

This document sets forth an agreement between Ockerman 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. The Excel file should include first name, last name, grade, homeroom teacher and student ID. Schoolhouse does not sell or share any personal information of students, families or staff.
- Schoolhouse will photograph students on the date(s) mutually agreed upon between School and Schoolhouse.
- 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 or Club Photo day. Volunteers shall receive a complimentary Package which includes 2-5x7's, 2-4x6's and 4 wallets or their choice of a digital file.
- Schoolhouse will deliver color posters publicizing "Picture Day" at least two (2) weeks prior to picture day. These posters are to be displayed in the School's entrance and high traffic areas.
- School staff with children at School will receive a FREE digital file of their child. All Boone County School employees will receive a 50% discount on all purchases.
- School will provide the appropriate number of English and Spanish language pre-pay order envelopes explaining the photo packages and prices. Order envelopes will be delivered to School within two (2) weeks of scheduled photo day. School shall hand out order forms to students or parents one (1) week before scheduled photo day.
- Schoolhouse will photograph every student and staff member. No fee will be charged for yearbook only photos.
- Schoolhouse will provide the School a strip of four (4) stickers for use by School, school nurse, teachers with any leftover to be used for possible gifts for parents.

- Schoolhouse will provide the School 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. Class composites are available with the purchase of an individual photo portrait package. Class composites will be delivered to the School in January.
- 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 day and photo retake day less lab/printing costs. Schoolhouse shall pay School the amount calculated within two (2) weeks after photo retake day.
- Schoolhouse will provide a "Principal's Album" of class composites to Principal each year.
- Club Photo Day will take place in the school gym on date agreed upon by School and Schoolhouse and will consist of group photos.
- Yearbooks will be offered in hard and soft cover bindings. School will determine whether to offer one or both options. Unless otherwise noted, Yearbooks will be submitted in June of each school year to be delivered the following August.

NOTES:

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:
