



SCHOOLHOUSE PHOTOS

This document sets forth an agreement between Longbranch Elementary School (“the School”) and Schoolhouse Photos, LLC (“Schoolhouse”) regarding photography and related services to be provided by School and Schoolhouse beginning August 1, 2020 and ending July 31, 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. Schoolhouse will photograph every student and staff member. No fee will be charged for yearbook only photos.
- Schoolhouse will provide ID badges for staff and students. Schoolhouse will also provide, at cost, white ID Badges for Leader In Me students.
- The School agrees to secure up to eight (8) parent volunteers, as needed, to assist Schoolhouse on photo day. Volunteers are not needed on Retake 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 for Fall Picture Day and a 50% discount on Spring Picture Day orders. All other Boone County School employees will receive a 50% discount on all purchases.
- Schoolhouse will provide the appropriate number of 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. (Not applicable for proof program).
- Schoolhouse will provide the School a strip of ten (10) 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: Class composites will be available for sale in November/December of each school year. 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 will be delivered to the School in late 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 to be delivered in January.
- Yearbooks will be offered in hard cover 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:

School Representative (Print Name)

School Representative (Signature)

Date

Schoolhouse Representative (Print Name)

Schoolhouse Representative (Signature)

Date

School Portrait Agreement



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PHOTOS**

This agreement is for the following school year term(s): 2020-2021

School: Longbranch Elementary Grades: PK - 5
Address: 2805 Longbranch Road Enrollment: 700
City/State/Zip: Union, KY 41042 School Colors

Principal: Stephanie Stambaugh Phone: 859-384-4500 Email: stephanie.stambaugh@boone.kyschools.us
Vice Principal: Phone: Email:
Secretary: Heidi Kesselring Phone: 859-384-4500 Email: heidi.kesselring@boone.kyschools.us
Yearbook: Phone: Email:
Athletic Dir: Phone: Email:

Fall Portraits (Pre-Pay)

Date:
Make-Up Date:
Location:
Notes:

Class Photos

Date:
Composite or Standard: Composite
Location:
Notes: Composites are delivered in January.

Spring Portraits (Proof)

Date:
Date Proofs Due Back:
Location:
Notes:

Club/Sports Photo Day

Date:
Location:
Teams: (see addendum)

Family Photo Day

Date:
Location:
Background:
of Set Ups:
Notes:

Yearbook

Pages:
Binding:
Cover:
School Copies:
Notes:

Terms and Conditions

1. "Image(s)" means all visual representations furnished to Schools 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 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 copyright law.
3. School may not make or permit any alterations, including but not limited to additions, subtractions, or adaptations in respect of images, alone or with any other material, except cropping or color balance consistent with reproduction needs.
4. All uses of images shall be accompanied by the following copyright credit:
© Schoolhouse Photos.
5. There shall be no postponement of any scheduled dates for photography services unless previously 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, 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 be School, as permitted by the laws of the United States and the laws of the Commonwealth of Kentucky.
8. This agreement shall renew automatically for additional one (1) year terms, unless terminated by either party by written notification prior to March 1st of the last year on 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, assistants, 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 Commonwealth of Kentucky and applicable copyright and other federal laws. Except as otherwise provided herein, any dispute regarding this Agreement shall, at Schoolhouse sole discretion, either:
A) Be arbitrated under the rules of the American Arbitration Association; 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 Association or to pay the arbitrators in accordance with the fee schedules in those rules. Judgment on the Arbitration award may be entered in any court having jurisdiction.
OR
B) Be adjudicated under the laws of the United States and/or applicable state laws.
12. School hereby expressly consents to the jurisdiction of applicable state and federal courts with respect to claims of Schoolhouse Photos, LLC, including copyright, subsidiary and related claims.