

Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

TO: Jesse Bacon, Superintendent *JB*
FROM: Lisa Lewis, Director of Finance *LL*
DATE: April 2, 2021
RE: NBHS Prom Pictures

The North Bullitt High School (NBHS) Prom Committee has requested permission to revise their plans for the photographer at prom this year. Due to a timing conflict with the original photographer, the photographer will be unable to provide services for prom on April 24, 2021.

NBHS is requesting permission to allow MMH Media (Madeline Grosh) to provide photography services this year for prom at NBHS. The service agreement is attached.

B. Lipton



North Bullitt High School

3200 Hebron Ln
Shepherdsville, Kentucky 40165

Phone: 502-869-6200
Fax: 502-957-6762

<https://www.bullitt.k12.ky.us/3/Home>

April 1, 2021

To: BCPS Board of Education
From: J Lail, North Bullitt High School
RE: Prom Photographer Contract

Esteemed Members of the BCPS Board of Education:

The North Bullitt High School Prom Committee has requested permission to revise their plans for the photographer at prom this year.

There was a conflict with the original photographer and they will not be able to be at prom on the 24th of April. We respectfully request permission to use MMH Media to fulfill the need for a photographer at the NBHA prom.

Attached to this email, you will find a copy of the contract agreement for MMH Media.

Thank you for your time and attention.

A handwritten signature in black ink, appearing to be "J Lail".

J Lail, Ed.D.
Principal, North Bullitt High School

Handwritten initials "JB" in purple ink.



Event Photography Services Agreement

This Event Photography Services Agreement is made effective by and between Madeline Grosh
(Sole Proprietor of MMH Media) and the following Clients (Print Names):

Bullitt County Board of Education
for North Bullitt High School (Client 1) &

Madeline Grosh (Owner of MMH Media) taking effect on

_____ (Signing Date)

for Prom 4/24/2021 (Event Date)

from 7 PM to 11 PM (Event Duration).

Description of Services

MMH Media's Wedding Day Photography

Images will be captured in regard to the desired wishes of The Client. A temporary gallery of all best and edited selected photos will be provided to The Client. Parameters and description of the Event Photography and needs will be described, discussed and agreed upon by The Client and MMH Media.

Thank you for selecting and investing in MMH Media as an investment into MMH Media is not only an investment into permanent images which the Client will value for a lifetime, but it is also investing in a local and grassroots small business which has been a passion for Madeline Grosh for many years. The creative art of documenting sacred moments is a personal mission which Madeline began through MMH Media many years ago, and gratefully will continue through your support.

Terms

I. IMAGE RELEASE & CREATIVE CONTROL/REVISIONS

- a. With the signatures confirmed on this contract securing the investment in MMH Media, the Client appreciates and approves of the creative approach implemented by MMH Media. MMH Media will edit images based on creditable professional quality of selected images. Selected images which best reflect MMH Media's artistic approach will then be released to the Client.
- b. After all images have been secured to the Client, MMH Media will provide up to one (1) hour of complimentary edits additionally to any images. The Client will have the opportunity to request preferred revisions, color alterations and crops. After finale of the complimentary hour, additional edits will be charged at \$50.00 per hour (approximately ten (10) images an hour).
- c. The Client understands and respects MMH Media's artistic approach. And, if the Client is not satisfied with MMH Media's overall final product, the Client will accept that MMH Media performed to the best of their abilities and has no further responsibility towards image or creative manipulation.
- d. It is the responsibility of the Client to back-up, save or create duplicates of the full product delivered by MMH Media therefore releasing MMH Media from any liability for any claims in association with lost, stolen, deleted, corrupted, etc. files. MMH Media will provide final product to the Client via an online transfer site and will provide a mail delivered USB drive to Client at an additional charge. MMH Media has no obligation to keep the final product after the initial transfer of images to the Client unless previously arranged.

II. INDEPENDENT CONTRACTOR

- a. The Contract between MMH Media and the Client is a one-time contract specified for the Service date and hours provided below. No further Services or relationships outside of the specifications below will be constructed due to the effectiveness of this Contract.

III. EXPECTATIONS FOR CLIENT

- a. It is understood that the Client will obtain all permissions necessary for the Event(s) taking place during the stated Services. This includes, but is not limited to, permissions on site, photographer allowance on site and all outside promotional material be removed from site.
- b. It is the Client's responsibilities to notify MMH Media of any trespasses, restrictions or other policies in place at all applicable sites. Policies on site should not have any affect or alter the options allowed for full Services to be provided during the Event.
- c. It is the Client's responsibility to notify MMH Media immediately of any COVID restrictions, positive tests or symptoms by the Client or related parties. The Client agrees to complete all state and health department recommended tests and quarantines prior to hosting the Event with MMH Media. The Client also agrees to the recommended safety procedues including, but not limited to, santization stations, mandatory masks, six feet in distance and otherwise recommended by the state, health department and venue.

IV. COPYRIGHT & PRODUCT OWNERSHIP

- a. MMH Media retains Copyright to all materials including unedited and final images given to the Client. MMH Media retains Copyright to product without limitations as to territory or applicable copyright law anywhere in the world, regardless of possession or ownership.
- b. The Client may not reproduce or publicly display images without MMH Media's written permissions. The Client also understands that the images provided by MMH Media are for personal use only and cannot be used for profit, advertising, marketing, etc. without previously understood compensation

This is a NBHS Prom, not a wedding.

for MMH Media. The Client is expected to credit MMH Media whenever possible, online or in print.

V. EVENT CANCELLATION & ADJUSTMENT POLICY

- a. The Client must notify MMH Media immediately of any changes in schedule or location. Any changes must be made in writing and Client will receive a written confirmation reply from MMH Media. The Client holds all responsibility of confirming and communicating any changes with MMH Media seven (7) days prior to the Event. Any changes thereafter and the Client must immediately notify MMH Media.
- b. In the event the Client cancels Services from MMH Media, the 1st signing payment is a non-refundable and non-transferable retainer. In the event Services are canceled by MMH Media, then all Payments paid thus far will be fully refunded to whom the funds derived.
- c. If Madeline Grosh of MMH Media is unable to complete services per the Photography Agreement, MMH Media holds the right to Subsitute the Photographer. The Subsitute Photographer chosen by MMH Media has been fully trained and understands the requirements and terms the Agreement, MMH Media and the Client have agreed upon. MMH Media will still retain copyright and creative control of all images captured by the Subsitute Photographer.

VI. FORCE MAJEURE

- a. If MMH Media is unable to fulfill the Services requested due to medical reasons, an emergency or other unforeseen circumstance, all Payments paid thus far will fully be refunded to whom the funds derived.
- b. Unforeseen circumstances include, but are not limited to, equipment failure, power outages, theft, etc. Neither party is liable for failure to perform the understood Services if an Act of God (fire, flood, earthquake or any other natural disaster or catastrophic event) occurs. This Contract will immediately become null and void if such Act of God occurs.
- c. In the case of death, serious illness or family emergency occurs for either the Client or MMH Media up to five days prior to the day of the Event, this Contract will become null or void.

VII. ADDITIONALLY

- a. MMH Media is not responsible for any damages done to personal items before, during or after the event.
- b. MMH Media requests an itinerary of the events throughout the day being captured. This itinerary must include a photography session for The Client and desired individuals and location.
- c. It is expected that the Client provide a meal and beverage, same as the items provided for the guests, to MMH Media on the date of the event.
- d. Any extended travel (20 or more miles) inbetween venues, expenses including but not limited to parking, destination fees, etc., will be added to expenses after the Event. When possible, MMH Media will collect receipts and documentation as proof of purchase.

VIII. CONCLUSIVELY

- a. This Agreement shall be binding upon signatures and inure to benefit that of respective parties including successors, heirs, assigns.
- b. This Agreement shall be deemed to have been made in, governed by, construed and interpreted in accordance with the laws of the State of Indiana.

IX. INVESTMENT

- a. A Signing Retainer is due when fulfilling this Agreement. The Signing Retainer consists of one-half (1/2) of the full Payment due to MMH Media at the time of Signitories fulfilling this Agreement.

This is a non-refundable Retainer and non-transferable unless a circumstance stated in the previous addendums occurs. The final (2/2) of the full Payment is due on the date of the Event.

- b. The Client agrees to fulfill payment to MMH Media at \$125 per 1 hour of event coverage unless unless a circumstance stated in the previous addendums occurs or otherwise agreed and stated upon by the Client and MMH Media.
- c. Payments may be made in cash or check. Client will receive a receipt for any and all Payments from MMH Media upon request.

Checks must be made payable to "Madeline Grosh." Returned or bounced checks will be subject to a \$50.00 returned check fee.

Duration of Hours Hired: 4 Video Agreement: ☒ Yes / No

Rate of Pay: \$125 per 1 hour Total Funds Due: \$500

1/2 Non-Refundable Retainer Amount: \$250 Paid Date: _____

2/2 Final Payment Amount: ~~\$1250~~ \$250 Date Due: 04/24/2021

Signatories

In Witness Whereof, the parties hereto have executed this Photography Services Agreement as of the date set forth below. As of the signatories, this binding is legal and shall stand.

(Client 1, Signature) Jesse Bacon, Superintendent (Client 1, Date) _____

(Client 1, Email) (School Contact) (Client 1, Phone) _____

(Client 1, Address) _____ (Client 1, City, State, Zip Code) _____

Madeline M.H. Grosh
765.716.2713
madelinemhgrosh@gmail.com

13987 Boulder Canyon Dr.
Fishers, Indiana 46038



Nutt, Betsy <betsy.nutt@bullitt.kyschools.us>

NBHS Prom Photographer

3 messages


Nutt, Betsy <betsy.nutt@bullitt.kyschools.us>

Mon, Apr 12, 2021 at 2:07 PM

To: "Farris, Eric" <efarris@buckmanfarrislaw.com>

Eric,
Would you please look over this contract?
We would like to get board approval at the work session next Monday.
Thanks.
Betsy

Betsy Nutt
Secretary to the Superintendent
Bullitt County Public Schools
1040 Highway 44 East
Shepherdsville, KY 40165
502-869-8000
Betsy.Nutt@bullitt.kyschools.us

 NBHS PhotographerContract.pdf
8878K

Eric Farris <efarris@buckmanfarrislaw.com>

Mon, Apr 12, 2021 at 2:58 PM

To: "Nutt, Betsy" <betsy.nutt@bullitt.kyschools.us>

I never looked at a prom as a "sacred moment" but that's probably just me.

Only thing to note is Par IV(b) about public display of images etc. Might be good to clarify this is for a prom, not a wedding, somewhere at the top, bottom or margin of the agreement.

Otherwise acceptable.

Eric G. Farris

BFM Buckman Farris & Mills
Attorneys at Law

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