



Mr. David Fuller
Thornwilde Elementary
1760 Elmburn Ln.
Hebron, KY 45048

This document sets forth an agreement between Thornwilde Elementary School (“the School”) and Schoolhouse Photos, LLC (Schoolhouse) regarding photography and related services to be provided by School and Schoolhouse beginning July 1, 2021 and ending June 30, 2022.

- 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 the following data:
 - For Students:**
 - *First Name, Last Name, Student ID, Grade, HR Teacher, Parents Email*
 - For Staff:**
 - *First Name, Last Name, Staff Email*
- 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 and staff will receive free digital files as well as 50% off prints for their pictures. All Boone County employees will also receive 50% off their student’s pictures. Codes are below
 - o BCSDDD – Free Digital Download
 - o BCSEMP50 – 50% off prints.
- Schoolhouse will provide an email to the school explaining the order day process in order to send to parents. Parents will not need to send any paperwork to school on picture day.
- Parents will receive an email with a private link to their child’s pictures.
- Parents will have 1 week from picture activation to purchase their pictures. Parents will be able to choose to have their pictures shipped back to school or delivered to their home for a \$5 fee. After the 1 week has elapsed all orders will be ship to home.
- No fee will be charged for yearbook only photo.
- Schoolhouse will provide the School a strip of five (5) stickers for use by the School, School Nurse, teachers with any leftover to be used by the student for possible gifts for parents. The information on these strips will be as follows: First Name, Last Name, Student ID, Grade, HR Teacher

- 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.). The option of Digital ID's are open to discussion.
- School will be given a link to download picture files, compatible with Schools database, within three (3) weeks of completion of retake day.
- Class Composites. Schoolhouse will provide the school with proofs of class composites by early December. Class composites will be printed after Schoolhouse receives corrected proofs. Class composites are available for \$15
- Commission = 15% 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 photographed in the early spring and picture will be available for sale.
- Yearbooks shall be offered in hardback and soft cover bindings. No minimum order. Yearbook will be submitted by School yearbook staff in early May to be delivered prior to the last day of school. After initial sales individual albums do not cost more but shipping is \$15 per order. School can elect to purchase extras to sell if they choose.

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).

Thornwilde Elementary Representative (Printed)	Position	Date

Thornwilde Elementary Representative Signature

Schoolhouse Photos Representative (Printed)	Position	Date

Schoolhouse Representative Signature



SCHOOLHOUSE PHOTOS

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. This provision shall be governed by Kentucky law.
8. 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.
9. Schoolhouse is an independent contractor and not an employee of School.
10. 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.
11. School hereby expressly consents to the jurisdiction of Ohio and Federal courts with respect to claims by Schoolhouse, including copyright, subsidiary and related claims.

By signing below you agree 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 reverse side.

Schoolhouse Photos, LLC

School Representative

by _____
Schoolhouse Representative

Date