



Kenton County School District | It's about ALL kids.

# Issue Paper

**DATE:**

3/14/22

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve contract with Snap Expressions, LLC to provide a photo booth and photos at the Scott High School Prom on May 14, 2022.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Scott High School would like to use Snap Expressions, LLC to provide a photo booth and photos at our prom at Coney Island Moonlite Pavilion on May 14, 2022.

**FISCAL/BUDGETARY IMPACT:**

\$750.00 from the Class of 2022 activity account

**RECOMMENDATION:**

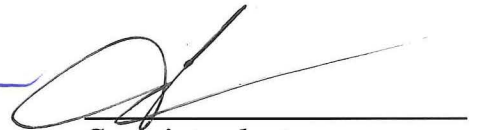
Approval to sign contract with Snap Expressions, LLC to provide a photo booth and photos at the Scott High School Prom on May 14, 2022.

**CONTACT PERSON:**

Eric Wright, Prom Sponsor

  
Principal/Administrator

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

# TAPSNAP<sup>TM</sup>

This agreement (the "Agreement") is between Snap Expressions, LLC, a franchisee of TapSnap®, (hereinafter referred to as "TapSnap®") and the CLIENT as detailed below.

**Client Name:** Scott High School

**Client Address:** 5400 Pride Parkway, Taylor Mill, KY - 41015

**Client Telephone:** (859) 356-3146

**Client's Email:** eric.wright@kenton.kyschools.us

## Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements written or oral between the parties in relation to its subject matter.

## A Summary of the Contract

TapSnap® is responsible for providing for the CLIENT a TapSnap® experience inclusive of

**Event Date:** May 14, 2022

**Event Location:** Coney Island Moonlite Pavillion

**Start Time:** 7:00 pm

**End time:** 10:00 pm

**Live Hours:** 3

**Photo Booth Type:** 42 in Kiosk

**Additional services:** Green Screen technology, unlimited 4 x 6 prints, standard border, email & sms ability, set up-tear down  
2 attendants

## Use of Social Media & Sharing

The CLIENT acknowledges and accepts that when included as part of the service TapSnap® will allow photographs and video captured at the event to be shared directly to Facebook, Twitter and email. The CLIENT acknowledges that these social networks may make sudden and unannounced changes to their policies or services which may impact TapSnap® ability to integrate with social networks in the manner advertised.

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## Copyright

CLIENT also recognizes that although TapSnap® will conform with all copyright laws it has no control over how these images are used or with whom these images are shared. TapSnap® will not be liable for images shared by guests during or after the event on any social network, by email or by any other method. Photos may be used for commercial purposes. When the CLIENT is providing images for the event the CLIENT has the authority to grant permission, and is granting permission, for TapSnap® to reproduce, modify, duplicate and share Image(s) by email, text, and social media. If any images are protected by copyright the CLIENT is either the owner of the copyright, or the CLIENT has obtained permission from the copyright owner to use their images, or the CLIENT has purchased a license with sufficient rights to use the images. By signing this contract, the CLIENT is granting permission to TapSnap® to reproduce, modify, and/or duplicate all image(s) and TapSnap® is hereby released from any infringement violations or liabilities pertaining to copyright material supplied by the CLIENT.

## Payment

The CLIENT agrees to pay TapSnap® for the services described above a total fee of **\$725**

A 0 % deposit is required to secure our services for the date of your event, with final payment due no less than 0 days prior to the event date.

Returned checks & Non-payment. Returned checks are subject to a \$100.00 returned check fee. The CLIENT assumes responsibility for any and all collection and court costs and legal fees incurred in the event that enforcement of this contract becomes necessary.

Event fee: \$725

Travel and accommodation: NA

Tax ( %): NA

Total Price: \$725

Deposit amount: 0

Balance amount: \$725

Balance due prior to: Check due at event

Method of payment: Check preferred

If paying by check, make checks payable to: Snap Expressions LLC

## Cancellations

The CLIENT may cancel this agreement for any reason up to 30 days prior to the event by sending written notice to TapSnap®. TapSnap® will reimburse any monies paid less the non-refundable deposit. Cancellations less than 30 days prior to the event will require full payment of the entire event fee. The Cancellation conditions will apply for postponed or rescheduled events if TapSnap is not able to reschedule for the new date and time. The total price for the rescheduled event is subject to a 25% rescheduling fee, unless agreed to in writing by the parties to this agreement.

## Force Majeure

Neither party shall be liable for failure to perform any of its obligations hereunder when such failure is caused by or results from a force majeure event or a conflict. For purposes of this Agreement, a "force majeure event" includes, without limitation, fires, floods, hurricanes, earthquakes, governmental restrictions or prohibitions, labour disputes (including strikes, sympathy strikes, and lockouts),

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riots, civil commotion, acts or threats of war, terrorist acts (or threats thereof), acts of God, declared states of emergency, and/or any other significant events the occurrence of which is beyond the reasonable control of the parties.

## **Capture, Delivery and Archival Release**

The CLIENT will be provided with a link to a gallery containing photographs captured at their event. TapSnap® is not required to deliver every image taken at the event. The determination of images delivered to the CLIENT is left completely to the discretion of TapSnap®. TapSnap® is under no obligation to retain the digital image files.

## **Setup and Teardown**

TapSnap® will be given access to the venue a minimum of one hour prior to the agreed start time for equipment set up and testing. The CLIENT acknowledges that TapSnap® requires an electrical outlet or power source. It is the sole responsibility of the CLIENT to secure permission for TapSnap® to set up its equipment at the event venue. TapSnap® will begin equipment teardown at the agreed upon end time in this contract irrespective of whether the event has finished. Any requirement to set up earlier than one hour prior to the agreed start time or stay later than the agreed end time may result in additional charges.

## **Limitation of liability**

In the unlikely event of equipment failure, Act of God, or cancellation of this Agreement by either party or in any other circumstances, the liability of one party to the other shall be limited to the total value of the Agreement.

## **Responsible Person**

The CLIENT will be responsible for designating a person (the "Designated Contact") to ensure that all conditions of this Agreement are adhered to at the event and venue.

## **Guest Behavior**

The CLIENT acknowledges and accepts that unacceptable behavior by a guest toward TapSnap® staff servicing the event will not be tolerated. If the unacceptable behavior continues our staff will leave the event and the event will be considered complete and fully serviced. Examples of unacceptable behavior include but are not limited to the use of inappropriate or foul language, bullying, racism, or the threat of physical abuse or violence.

## **Permits, Licenses, Etc.**

The CLIENT is responsible for acquiring all permits, licenses, material handling and drayage fees, and necessary permission for all venues at which TapSnap® will be providing the Services. TapSnap® is under no obligation to carry out the Services if the CLIENT fails to acquire the necessary permits, licenses or fees and will result in payment in full by the CLIENT.

## **Use of SnapCast<sup>TM</sup>.**

When included as part of the Services, TapSnap® will provide its broadcasting system, SnapCast<sup>TM</sup>, for the event. A URL showing the photos from the event will be provided for the CLIENT to distribute freely. The CLIENT accepts any liability that might arise from the free distribution of this URL. Ability to display photos pulled from social media using a hashtag is subject to the availability of open channels provided by social media platforms. Changes made to social media platforms can happen without notice and may impact the ability to display social media content as part of the SnapCast<sup>TM</sup> broadcast. This URL will be accessible on a temporary basis and TapSnap® will reserve the right to suspend access to it at any time. TapSnap® will not be liable if for any reason the site is not available at any time, for any period. Any material displayed by means of using SnapCast<sup>TM</sup> will be considered non-confidential, non proprietary. The CLIENT is responsible for providing monitors, TV, screens and other compatible devices to display SnapCast<sup>TM</sup> content.

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Additional Information if required

## Confidentiality

The parties hereto agree to and shall hold in confidence and not disclose to any third party the terms of this Agreement and any information that is supplied hereunder that is not publicly available.

The undersigned hereby acknowledge that they have received, read, and understand all of the above.

Contracting Party (CLIENT)

TapSnap® Franchise Owner

**Bill Recca**

Signature

Signature

**Bill Recca**

Digitally signed by Bill Recca  
Date: 2020.11.29 20:54:15  
-05'00'

Date

**3/14/2022**

Date

**3/14/2022**

Phone

Phone

**859-414-4071**

Email

Email

**lindar@tapsnap.net**

Franchise Company Name an Authorized TapSnap® Franchisee

**Snap Expressions, LLC**

TapSnap® Franchise #

**1182**