

District Service Agreement

Lifetouch

Shutterfly Lifetouch, LLC

District Information

District Name	Oldham Co School District	Lifetouch ID	265536
Starting School Year	2026	Ending School Year	2027
Agreement Type	Exclusive	Agreement Length	1 Year
		Optional Renewal	Choose One
Address	6165 W. Highway 146	Phone	502-241-3500
City	Crestwood	State	KY
		Zip	40014

Secondary School Programs

Awarded	Fall Individuals	Prestige	Sports
	Commencements	Senior Cap & Gown	Groups
	Dance	Special Events	Yearbook
	Other		
Total Schools		Total Enrollment	

Middle School Programs

Awarded	Fall Individuals	Spring Individuals	Sports
	Underclass Grads	Groups	Special Events
	Yearbook	Other	
Total Schools		Total Enrollment	

Elementary School Programs

Awarded	Fall Individuals	Optional	Spring Individuals	Groups
	Underclass Grads		Yearbook	
	Other			
Total Schools		Total Enrollment		

Early Childhood Center

	Fall Individuals	Spring School Individuals
	Fall Preschool	Spring Preschool
Total Schools		Total Enrollment

Available Products and Services

	Secondary	Middle	Elementary	Early Childhood
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Invoiced Products and Services

Item	Details

Additional Details


	Lifetouch will provide Oldham County with \$2000 in year two
	Fall: 25% commission paid on net sales
	Spring: 10% commission paid on net sales

Contacts

Name	Title	Phone	Email

Signature

DocuSigned by:


3B8EA87180E5441...

Derrek Geary, Regional Vice President

11/7/2025

Date

Date

Appendix

Terms & Conditions

AUTHORIZED ACTIVITY: The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. If the account is designated as exclusive, you agree not to use any third party for the programs identified above.

ACCOUNT DATA: You are solely responsible for obtaining staff and parent or guardian consent to or opt out of: (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property, and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services).

DATA PRIVACY: Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act.

COPYRIGHT: Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes.

MODIFICATION of CANCELLATION: Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after you receive notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited. NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract. Lifetouch's liability for any break is limited to the amount you paid for services.

INSURANCE: During the term of the agreement, we agree to maintain, at our expense, insurance coverage of the types and limits reflected on the attached certification of insurance in full force and effect with a company that has an A.M. Best rating of not less than A-. Commercial general liability insurance shall include you as additional insured and require thirty (30) days' notice of cancellation. Further, our insurance will be primary, and any insurance maintained by you shall be excess and non-contributory. We agree to waive and shall require our insurer to waive its right of subrogation in your favor solely with respect to workers' compensation insurance.

Qualified, Trained, Certificated, and Licensed Personnel. Service Provider shall provide services under this Agreement by appropriately trained and qualified staff. Provider shall be responsible for verifying qualifications, providing training, and monitoring all staff certification at its own expense.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Shutterfly LLC Shutterfly Lifetouch LLC 11000 Viking Drive Eden Prairie MN 55344 USA	<table border="1"> <thead> <tr> <th data-bbox="803 514 1388 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 514 1521 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1388 556">INSURER A: Zurich American Ins Co</td> <td data-bbox="1388 535 1521 556">16535</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER B: American Guarantee & Liability Ins Co</td> <td data-bbox="1388 556 1521 577">26247</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER C:</td> <td data-bbox="1388 577 1521 598"></td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER D:</td> <td data-bbox="1388 598 1521 619"></td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER E:</td> <td data-bbox="1388 619 1521 640"></td> </tr> <tr> <td data-bbox="803 640 1388 661">INSURER F:</td> <td data-bbox="1388 640 1521 661"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Guarantee & Liability Ins Co	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Ins Co	16535														
INSURER B: American Guarantee & Liability Ins Co	26247														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															


COVERAGES
CERTIFICATE NUMBER: 570113869950
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO104083810	06/30/2025	06/30/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$500,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$4,000,000</td></tr> </table>	EACH OCCURRENCE	\$2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$4,000,000	PRODUCTS - COMP/OP AGG	\$4,000,000
EACH OCCURRENCE	\$2,000,000																		
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000																		
MED EXP (Any one person)	\$5,000																		
PERSONAL & ADV INJURY	\$2,000,000																		
GENERAL AGGREGATE	\$4,000,000																		
PRODUCTS - COMP/OP AGG	\$4,000,000																		
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP 1040839 10	06/30/2025	06/30/2026	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$2,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td></td></tr> <tr><td>BODILY INJURY (Per accident)</td><td></td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000																		
BODILY INJURY (Per person)																			
BODILY INJURY (Per accident)																			
PROPERTY DAMAGE (Per accident)																			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			AUC138447901	06/30/2025	06/30/2026	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$10,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$10,000,000</td></tr> <tr><td>Products/Completed O</td><td>\$10,000,000</td></tr> </table>	EACH OCCURRENCE	\$10,000,000	AGGREGATE	\$10,000,000	Products/Completed O	\$10,000,000						
EACH OCCURRENCE	\$10,000,000																		
AGGREGATE	\$10,000,000																		
Products/Completed O	\$10,000,000																		
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC104083610 WC104083710	06/30/2025 06/30/2025	06/30/2026 06/30/2026	<table border="1"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																		
E.L. EACH ACCIDENT		\$1,000,000																	
E.L. DISEASE-EA EMPLOYEE		\$1,000,000																	
E.L. DISEASE-POLICY LIMIT		\$1,000,000																	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER
CANCELLATION

Shutterfly, LLC Shutterfly Lifetouch, LLC 11000 Viking Drive Eden Prairie MN 55344 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

Holder Identifier :

Certificate No : 570113869950

Request for Taxpayer
Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.

See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Shutterfly Holdings, Inc.	
2 Business name/disregarded entity name, if different from above. Shutterfly Lifetouch, LLC	
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
5 Address (number, street, and apt. or suite no.). See instructions. 10 Almaden Blvd., STE 900	Requester's name and address (optional)
6 City, state, and ZIP code San Jose, CA 95113	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div>8</div>	<div>4</div>
<div>-</div>	<div>2</div>
<div>3</div>	<div>3</div>
<div>8</div>	<div>6</div>
<div>7</div>	<div>9</div>

Part II Certification

Under penalties of perjury, I certify that:


1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 01/10/2025
-----------	---	--------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they