

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
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"/>
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	<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

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

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	CONTACT NAME:
	PHONE (A/C. No. Ext): (866) 283-7122
INSURED	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
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"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			GLO104083810	06/30/2025	06/30/2026	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	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	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
							Products/Completed O	\$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N	N/A	WC104083610 WC104083710	06/30/2025 06/30/2025	06/30/2026 06/30/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	\$1,000,000 \$1,000,000 \$1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

Shutterfly, LLC

Shutterfly, LLC
 Shutterfly Lifetouch, LLC
 11000 Viking Drive
 Eden Prairie MN 55344 USA

Holder Identifier :

Certificate No : 570113869950

W-9

Form (Rev. March 2024)

Department of the Treasury
Internal Revenue Service**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) _____						
<i>(Applies to accounts maintained outside the United States.)</i>							
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 _____							
5 Address (number, street, and apt. or suite no.). See instructions. 10 Almaden Blvd., ST E 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.

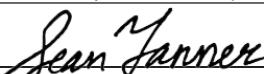
Social security number									
<input type="text"/>	<input type="text"/>	<input type="text"/> - <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>			
or									
Employer identification number									
<input type="text"/> 8	<input type="text"/> 4	<input type="text"/> -	<input type="text"/> 2	<input type="text"/> 3	<input type="text"/> 3	<input type="text"/> 8	<input type="text"/> 6	<input type="text"/> 7	<input type="text"/> 9

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	
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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.

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).

Purpose of Form

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