



Scotts Group LLC

SCHOOL PORTRAIT PHOTOGRAPHY AGREEMENT

Terms of Use

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This agreement is between the School, Day Care or Child Care facility “Client” and **Scotts GROUP LLC, ECS PHOTOGRAPHY “Photographer”**

1. **Retainer and Payment.** The Client shall remit payment to the Photographer when providing services being paid for by the school. If orders are placed by parents, students or other party other than the school, than payment should be made to the photographer on a per-transaction basis by the parent, student or other party other than the school.
2. **Relay of Information.** It shall be the Client’s responsibility to relay all information to the students. This information is including but not limited to the original and make-up photography event dates to the students.

3. **Photography Scheduling.** The Client shall make arrangements for the interruption of school day for each class during the herein scheduled photography events. The Photographer shall not be held responsible for impacted class times due to the photography scheduling. The Client shall be responsible for ensuring recess, sports and lunch times will occur after the photographs have been taken to avoid any issues.

4. **Make-up Day Scheduling.** The Client shall provide one scheduled re-take day for the students who will have missed the original photography date. This date shall be set for _____. Any additional re-take day must be negotiated and confirmed by a separate duly executed writing. Photographer will retake the photographs of those requesting a retake on the scheduled retake date. Photographic retakes shall be limited to those students who miss the originally scheduled photography date or obvious errors with the original photograph. The Photographer retains discretion in declining retake of photographs based on client's dissatisfaction.

5. **Class Photographs.** If desired, the photographer will take a group photograph for each class in attendance, including appropriate staff, on the originally scheduled photography event date.

6. **Completion Schedule.** Completion schedules and delivery of products shall be determined from date of final approval by Client. Third-party manufacturing laboratories are utilized for products and may provide restrictions on an order not outlined in this agreement.
 - Prints and products shall take 2 to 4 weeks from the time of print order to be processed and delivered to Client.
 - Prints and products will be delivered to the school unless other options need to be determined. (i.e., If orders won't be delivered prior to school closing client and customer may agree to ship orders to students' home at an additional cost)
 - Prints and products delivered to the school must be distributed by school staff.
 - Orders must be placed on the day of the shoot unless otherwise agreed upon by school and photographer. The Photographer shall not be held responsible for delivery delays due to the fault of manufacturing and/or delivery services.

7. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of the Photographer. All orders must be placed within the outlined schedules within this agreement. No products, including digital files, will be released until the agreed upon amount is paid in full per the payment schedule outlined in this agreement.
8. **Online Gallery.** The Photographer shall make gallery proofs available through an online gallery proofing website. These proofs shall be available to the students and Client within 10 business days of the photographic event. The gallery shall remain open for 3 months from delivery. If the Client requests to extend the time or reopen the online proofing gallery, an un-archival fee shall apply.
9. **Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to the client.
10. **Copyright and Reproductions.** The Photographer shall own the exclusive rights and copyright to all images created and shall have the exclusive right to make reproductions for, including but not limited to, marketing materials, portfolio entries, sample products, editorial submissions and use, or for display within or on the Photographer's website and/or studio. If the Photographer desires to make other uses, the Photographer shall not do so without first obtaining the written permission of the Client. It is understood that any duplication or alteration of original images is strictly prohibited without the written permission of the Photographer. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind. The Photographer does provide the Client permission to resize photographs for Internet-based usage.
11. **Client Usage.** The Client shall only use photographic prints, including digital files, in accordance with the permissions within this agreement. The Client's prints are for school use only and shall not be submitted to contests, reproduced for commercial use. Further, the Client shall not authorize reproductions by non-purchasers covered within this agreement. Additional prints and/or digital files may be purchased between third parties and the Photographer with the permission of the Client. Accordingly, if the Photographer provides a digital file print release, the Client must act in accordance with the release.
12. **Yearbooks.** To use photographs taken by the photographer for a Yearbook, ECS Photography must be the selected provider of the Yearbook, otherwise the photos may not be used by a third party to provide a yearbook. Photographer retains all rights to the images, including rights of publication thereto.

13. **Social Media.** The Client may share web/blog post links and social media albums through use of the share functions and dissemination of direct links. Client shall not copy, download, screen shot, or capture the photographs in any other fashion. The Client shall identify the "Copyright Year, Photographer Business Name" in the caption of all photographs uploaded to social media websites and profiles. When uploading to a Facebook Social Media profile, the Client shall "tag" the Photographer's business page in the album of the uploaded files.
17. **Donation.** If client and photographer agree to a donation in a quote or statement of work, the Photographer shall remit the agreed upon % of NET profits to the Client from orders placed within 60 days of payment. If retakes are needed, the funds shall be delivered within 60 days from the final re-take photography event date.
18. **Teacher Headshots.** The Photographer shall provide one headshot per teacher and administrative staff in attendance on the original and rescheduled photography event dates. No makeups shall be made for headshots outside of these two dates.
19. **Photographs/Videography.** The Client shall not engage in photography or videography during the course of the photographic event unless otherwise agreed to by the Photographer.
20. **Failure to Perform.** If the Photographer is unable to perform this agreement due to illness, emergency, fire, casualty, strike, act of God or causes beyond the control of the Photographer, the Photographer and Client shall make every attempt to reschedule the photographic event. If a reschedule is unable to be agreed upon, Photographer shall return the retainer to the client and shall have no further liability. Further, if the Photographer is unable to deliver photographic materials due to technological malfunctions, including but not limited to camera and processing, or otherwise lost or damaged without fault of the Photographer, liability shall be limited.
18. **Substitute Photographer.** The Photographer reserves the right to substitute with another photographer. The substitute photographer is chosen at the discretion of the Photographer and does not constitute a breach of this agreement. The Photographer warrants the substitute photographer to be of comparable quality and professionalism.
19. **Photographer's Standard Price List/Payment Term.** The charges in this agreement are based on the Photographer's Standard Price List. This price list is

adjusted periodically, and future orders shall be charged at the prices in effect at the time when the order is placed.

Service/Product	Price	Payment Term	Details/Comments
2 printed 5x7's	\$40	Net 10	Per student
2 Digital Images	\$40	Net 10	Per student
2 Hour Event	\$450	Net 10	Includes rights to all pictures unedited
Yearbook	\$75 per yearbook	NET 10 - Upon approval of yearbook proof (PDF)	Payment must be received before yearbooks are ordered.
All Other products/services - Price list included in addendum			


20. **Arbitration.** Any controversy or claim arising out of or relating to this contract, or a breach thereof, shall be settled by arbitration, administered in accordance with the Commercial Arbitration Rules of the American Arbitration Association, administered by a licensed Arbitrator in the jurisdiction closest to the Photographer's office and the arbitration award may be entered for judgment in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may refuse to arbitrate when the dispute is for a sum less than \$____. In no event shall an award in an arbitration initiated under this clause exceed the contracted price of the controversy in dispute.
21. **Indemnification.** The Photographer shall be held harmless for any and all injury to Client during the course of the photographic event and the immediately surrounding events. Client warrants that they have actual authority to agree to the use of the likeness of all persons photographed and shall indemnify and defend Photographer in the event of litigation related to the production or use of such images.
22. **Termination for Convenience.** This Agreement may be terminated by the CLIENT at any time and without cause with 24 hours written notice to the Photographer.
23. **Miscellany.** This Agreement incorporates the entire understanding of the parties. Any modifications of this Agreement must be in writing and signed by

both parties. This Agreement shall be governed by the laws of the State of Georgia

24. **Waivers.** The waiver of any breach of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Contract.
25. **Attorney's Fees.** If either party to this Contract brings a legal action against the other party to this Contract to secure the specific performance of this Contract, collect damages for breach of this Contract, or otherwise enforce or interpret this Contract, the prevailing party shall recover reasonable attorney's fees and all costs, premiums for bonds, fees, and other expenses expended or incurred in the action in addition to any other relief that may be awarded.
26. **Contacting Parents.** Photographer may contact parents regarding orders when contact information is provided on the contact card.

Addendum

1. School Photography Price List:



Contact Card/Order Form

Package	Description	Price
Best Offer	<ul style="list-style-type: none"> • 2 5x7's - 1 of each pose • 2 Digital Images - 1 of each pose 	\$40.00
A	Pose 1 and 2 - 1 8x10 of each - Photo Magnet of each - 8 wallets of each (total 16)	\$55.00
B	1 Photo Magnet	\$15.00
C	Mouse Pad	\$22.00
D	Photo Key Chain	\$19.00
E	Photo Mug	\$22.00
F	Dot Tag	\$19.00
G	Pin/Button	\$15.00
H	4 Digital Images (available to download and use for prints, social media posts, etc.)	\$75.00

Bolted fields below are required we are unable to process your order without the information.

Student Name	
Mailing Address	
Parent Name	
Parent Phone	
Parent Email	
Teacher	
Picture ID (to be completed by photographer)	

Return this completed form on picture day. Choose from the packages listed to the left and enter your quantity, price and total in the boxes below.

Package Letter	QTY	Price
Best Offer		
A		
B		
C		
D		
E		
F		
G		
H		
TOTAL		

Select your payment method:

Method of Payment
 Cash
 Electronic

*Order forms and payment are due on picture day.
*Electronic Payments can be sent via the following:
Zeller: ecspphotos@outlook.com
CashApp: \$ECS4
Paypal Me: paypal.me/ECSPhotographyFDD
Venmo: @ECS4

Please be sure to complete all bolted fields to the left so your order can be processed timely.