



2020-2021 School Portraiture Contract

Agreement made this 27th day of February 2020, between La Granada Elementary School (10346 Keller Avenue • Riverside, CA • 92505) hereinafter referred to as the "Client", and Studio 1 (9060 Rancho Park Court • Rancho Cucamonga, CA • 91730) with respect to school portraiture and associated services.

Section 1 – Services

1. Studio 1 agrees to provide portrait services to the client which includes:
 - a. Fall pre-pay portraiture including all students and staff regardless if a purchase is completed
 - b. Spring pre-pay portraiture
 - c. Kinder / 5th Grade Promotion Pictures

Section 2 - Time of Performance

1. Studio 1 agrees that individual portraits will be shipped to the client 2-3 weeks after the date of the event. Shipment will be made via FedEx or at the discretion of Studio 1.

Section 3 – Yearbook Incentive

1. Studio 1 agrees to supply the client with a 48 page soft cover, color yearbook, up to but not surpassing 1 per student in the school for the first year of service (2020-2021 school year). Fall and spring portraits must be completed for the yearbook incentive to apply. Any additional pages will be billed at a price of 20 cents per page, per book. Client will be responsible only for the difference in pricing between the 48 page color yearbook (based upon the final amount of yearbooks printed) and the final yearbook produced with the upgrades applied. Sales tax will apply to the cost of all yearbooks produced.

Section 4 - Length of Contract

1. This agreement shall be for a minimum initial period of 1 year from the said date provided within this contract.

Section 5 - Exclusive Rights

1. Studio 1 shall be the exclusive photographer for all fee-based portraiture at the client's location

Section 6 – Supply and Distribution of Sales Materials

1. Client agrees to distribute in a timely manner, all Studio 1 supplied sales material as specified by event.
2. All sales material will be shipped to the client location and will be grouped in packages as specified by the client.

Section 7 – Use of Images

1. Studio 1 will only use the images captured of each student for producing photo packages and ID cards. Upon the request of the school and/or district, Studio 1 will also provide images for the school's student management system, yearbook, library software, etc.

Section 8 – Complimentary Items

1. The client will have the option of receiving the following items complimentary:
 - a. #4 package for each staff member photographed in the fall
 - b. 1 permanent identification card per student and staff member
 - c. Student and staff images on disk per school software specifications
 - d. ~~4~~ 8 die cut sticky back prints per student (CUM Stickers)
 - e. Principal album with all class portraits
 - f. Reasonable quantities of award certificates

Section 9 - Understanding of All Parties

1. This agreement contains the entire understanding of the parties with regard to the subject matter hereof and no warranties, representatives, promises or agreements have been made between the parties other than expressly herein set forth, and neither Studio 1 nor client shall be, nor are they bound by, any warranties, representations, promises or agreements not set forth herein. The agreement supersedes any previous agreement or understanding with respect to the services to be performed and cannot be modified except in writing by all the parties hereto. Upon execution, this agreement shall be absolutely binding and fully enforceable and shall inure to the benefit of the parties hereto, their successor, personal representative, heirs and assigns.

Client Representative Signature First & Last Name

Fall Picture Day: 09/09/2020

Client Representative Printed First & Last Name

Fall Make-Up Day: 10/14/2020

Date

Santa Picture Day: 12/04/2020

Rick Lutz

Studio 1 Representative Signature First & Last Name

Spring Picture Day: 03/10/2021

Rick Lutz

Studio 1 Representative Printed First & Last Name

Promotion Picture Day: 04/07/2021

02/27/2020

Date