

724-387-2092 / 5150 Ralph Lane, Murrysville, PA 15668

Subject: Plum Borough School District Senior Photography Contract

School: Plum Borough School District

Plum Borough Senior High School

900 Elicker Road, Pittsburgh, PA 15239 / 412-795-4880

Initial Information

Approximate number of seniors:

Graduating class of:

2014

Senior yearbook photo size:

1" head size

Senior yearbook deadline:

December 2, 2013

Agreement terms:

June 2013 to June 2014

Mission Statement:

This proposal shall form the basis by which Viglione Photography, Inc. will provide photography for the production of Plum High School yearbook.

Senior yearbook sessions:

There will be specific guidelines pertaining to Yearbook photos submitted to the Plum Borough School District by Viglione Photography, Inc. The submitted Senior Yearbook photos will be head and shoulder poses only, no exceptions. Appropriate clothing [suit, dress shirt, sweater, long sleeve shirt, dress with sleeves] will be required. No obscene, lewd, or offensive slogans on clothing will be accepted. No props will be allowed in the yearbook photos.

All senior yearbook sessions will take place at Plum Senior High School on May 29, 30, & 31. "Basic Yearbook Sessions" schedules will be coordinated by Viglione Photography, Inc in collaboration with Plum Senior High School. Students will receive a packet filled with information one week prior to pictures at Plum Senior High School. Students' who cannot take their senior headshot at Plum Senior High School during the scheduled time, must contact Viglione Photography, Inc and schedule a \$15 "Basic Yearbook Session" to be taken at Viglione Photography, Inc studio. The Basic Yearbook Session must take place before November 1, 2013. A coupon will be in each packet of information offering any senior photographed by June 30th a FREE "Basic *Yearbook Session*". The parents/students may select from different photo sessions to be done at Viglione Photography, Inc. Each senior will receive a packet filled with information about Viglione Photography, Inc., including pricing, clothing tips, make-up, retouching and directions to the studio. Each senior will have a choice of three **Yearbook Sessions**. The first session will include a minimum of 10 -20 head and shoulder poses and will cost \$15.00. The second session will include a minimum of 10-20 head and shoulder poses and a minimum of 20 casual poses and will cost \$35.00. The third session will include a minimum of 10-20 head and shoulder poses and a minimum of 20 casual poses, outdoors, and will cost \$50.00. A coupon will be in each packet of information offering any senior photographed by June 30th a FREE "Basic Yearbook Session" and all photo sessions are to be paid by the parent/senior at the time of the session [no exceptions]. All Sessions will include a retouched yearbook pose that will be provided to the school at no additional charge.

The school will supply all names and addresses and phone numbers of all 2014 seniors. The school will also supply self-adhesive labels with student information (2 sets) and 1000 labels and/or envelopes including stamps if needing to be mailed, with the schools return address for mailing purposes. Email addresses of all seniors will be supplied to Viglione Photography, Inc. to expedite information transmission to all seniors. The first packet of information will be handed out to students during school hours in May.

Senior Yearbook Selection:

All photos will be made available to customers, online, within 7 days after their session. Parents/Students must choose their yearbook pose by October 1, 2013.

Customers who wish to purchase portraits from the yearbook session may do so. If a customer fails to select a pose for the yearbook, the school authorizes Viglione Photography, Inc. to select and submit one for them.

Customers are not obligated to purchase any portraits at any time. A digital file will be submitted to PLUM HIGH SCHOOL YEARBOOK STAFF, by December 2, 2013. The school district reserves the right to reject any photograph submitted to the yearbook if in the School District's sole discretion it does not believe such photograph to be appropriate for publication. This statement will also be conveyed to the parents and students.

Group Photos / Candid / Sports Action / Musical

Viglione Photography, Inc. will provide the Yearbook Staff/ Sponsor with group photos of any Plum Senior High School Athletic teams who select Viglione Photography, Inc as their official photographer for team and individual sales. If Viglione Photography, Inc is not selected as the team or Booster organizations official Photographer they assume no responsibility for photographs. The yearbook staff/sponsor must provide Viglione Photography, Inc with a schedule of events that they will need to have photographed Thirty [30] days in advance. The attached contract addendum and fees structure is only valid if the District request Viglione Photography to take photographs. The addendum is a menu of services the yearbook sponsor or administration can choose from. If Viglione Photography services are requested, Viglione Photography will invoice PBSD for service rendered within one week of the event.

In addition, Viglione Photography, Inc will photograph sports action, musical candid's and other candid photos for a set fee per event and donate 5% of all sports and events online sales back to a fund of the schools choice. Images will be posted on our website for parents and students to view and purchase. The school will help promote this by advertising at sporting events, musical and other functions.

Miscellaneous:

The School will promote Viglione Photography, Inc. as the official senior photographer of the school during the term of the contract. No other studio will be provided with a student mailing list. Seniors retain the right to select their own photograph for purchasing portraits; however they must have their photograph taken by Viglione Photography, Inc. to appear in the yearbook.

Viglione Photography, Inc. will be allowed to promote in the school at the start of each year and periodically through out the year.

Viglione Photography, Inc. will receive a full-page advertisement in the yearbook free of charge.

The school will provide Viglione Photography, Inc. with one [1] copy of the yearbook, free of charge.

All photographs taken by Viglione Photography, Inc. are copyrighted and may not be redistributed, used or copied for personal use. Viglione Photography, Inc. can use any photograph for advertising purposes.

All Foreign Exchange students will receive a complimentary yearbook photo session, yearbook pose, and 1 - 8x10, 2 - 5x7, and 8 wallets from one pose.

Agreement:

The school shall have the obligation to examine all portrait yearbook photos to determine if Viglione Photography, Inc. neglected to send any such photos of students, etc. photographed by Viglione Photography, Inc. and notify the studio in sufficient time, in advance of the yearbook deadline, to furnish the school any such omitted photos. Viglione Photography, Inc. will index senior portraits alphabetically. In any and all events, the school shall be solely responsible for the inclusion and / or omission in and from the yearbook of any photograph and /or for any policy adopted by the school in relation thereto and it is understood that Viglione Photography, Inc. has no responsibility for the inclusion and/or omission of any photographs in/or for the yearbook and/or for any policy adopted by the school in relation thereto. The school shall hold Viglione Photography, Inc. harmless and indemnify it for any and all damages, which the studio sustains as a result of any such inclusions and/or omission.

If any provision of this agreement shall be declared invalid or unenforceable by any court or in any administrative proceeding, the remainder of the agreement shall continue to remain in force and effect.

This contract may be terminated by either party with a Thirty [30] day notice.

The undersigned hereby agrees to be bound by the forgoing proposal for the yearbook photography. It will remain in effect for the graduating class of two thousand and thirteen. It is understood and agreed that upon the execution of this proposal by both parties it shall constitute a binding contract between them.

Viglione Photography, Inc.	Plum Borough School District
By:	Ву;
Title:	Title:
Date:	Date:

Contract Addendum:

Viglione Photography, Inc. will not be obligated to photograph or submit pictures of any team, group or school district function unless selected by any such group as the official photographer by a team or Booster organization. Viglione Photography, Inc will then provide, at no charge, the necessary group and individual posed photographs to the yearbook committee for school purposes only. The school district or yearbook committee may select to hire a photographer from Viglione Photography, Inc, no less than Thirty [30] days in advance, for a set fee per service, should photography be deemed necessary at a particular game, function, or event. Where Viglione Photography, Inc services have been rendered, the studio will make available all candid images for purchase on the Viglione Photography, Inc website, and donate 5% of any online sales from rendered services back to a fund of the schools choice. Candid's from these services will be given to the yearbook staff for inclusion into the yearbook at no additional cost.

Marching Band/Band Front

Football

Cheerleading

Boys Soccer

Girls Soccer

Boys Volleyball

Girls Volleyball

Cross Country

Boys Tennis

Girls Tennis

Boys Golf

Bowling

Rifle

Swimming and Diving

Hockey

Girls Basketball

Boys Basketball

Wrestling

Track & Field

Baseball

Softball

Senior Night: Football/Band

Open House

Madrigal Dinner

Veteran's Day

Class Play

School Board Photo

Buy-A-Guy

Make-A-Wish Telethon

Bi-Annual Mock Car Crash

Orchestra

Jazz Band

Choir

Musical