

**PERRIS UNION HIGH SCHOOL DISTRICT****AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as "District," and **Kristi Jo Photography** hereinafter referred to as "Vendor" with an effective date as of the last date of signature.

**WITNESSETH:**

WHEREAS, it is the desire of the Governing Board of the District to contract with Vendor to **provide Athletic and Club Photography Services for Heritage High School, Paloma Valley High School and Perris High School.**

WHEREAS, in consideration of the mutual promises of the parties hereto, the District hereby retains the Vendor upon the terms and conditions set forth, and the Vendor hereby accepts said retention and agrees to render the services upon said terms and conditions.

1. **TERM:** The term of this Agreement is for the period commencing **October 17, 2024**, and terminating **June 30, 2025**, unless terminated earlier pursuant to Section 15. The contract may be renewed annually upon mutual consent expressed in writing by the District and Vendor for up to four (4) additional one (1) year terms in accordance with Education Code 17596.

2. **INCORPORATED DOCUMENTS:** The following documents are attached to and incorporated into this agreement:

- **Exhibit B: 2024-2025 High School Sports Package Pricing**
- **Exhibit C: Photography Scope of Work**
- **Exhibit D: Pricing for Team Services**

3. **SCOPE OF WORK:** As directed by the District, the Vendor agrees to the following: **to provide athletic and club photography services as well as photography packages for student purchase in accordance with the Exhibits attached hereto.**

4. **DISTRICT DESIGNEE:** Vendor shall provide its Services and Products to **Brandon Jones, Athletic Director at Heritage High School; Michael Walsh, Athletic Director at Paloma Valley High School; and Michael Overton, Athletic Director at Perris High School** ("District's Designee"). All Services and Products shall be subject to the approval of District's Designee.

5. **EXPENSES:** Vendor agrees and understands that some travel may be required, at Vendor's expense, to District school sites and/or to other locations. These travel expenses are not reimbursable and shall be considered to be an ordinary expense of this Agreement. Vendor shall not invoice the District for travel time from home office to a District location.

The Vendor shall assume all ordinary expenses incurred in the performance of this Agreement. Such ordinary expenses shall include, without limitation, document reproduction expenses, travel expenses, and telephone charges. Services and expenses that are above the ordinary and may be required shall not be reimbursable unless authorized in writing by the District's Designee, and shall be covered by addendum to this Agreement.

6. **SUBCONTRACTORS:** Vendor shall hire any subcontractors needed to provide the Services and/or Products, which subcontractors shall be subject to approval by the District. Any subcontractor(s) shall be at no additional expense to the District, and shall be paid from the Vendor's own resources and billings.

7. **INDEPENDENT CONTRACTOR:** Vendor shall be an independent contractor for District and not an employee. Vendor understands and agrees that it and all of its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided to employees of District, including but not limited to, state unemployment compensation or workers' compensation. Vendor assumes full responsibility for the acts and omissions of its employees or agents related to the Services contemplated by this Agreement. Vendor assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing the Services.

The Parties acknowledge Labor Code section 2750.3 and its potential impact on independent contractor relationships. The Parties agree that: (1) Vendor shall be responsible for the control and direction of its own employees and personnel in the performance of the Services under this Agreement; (2) the Vendor's personnel shall only perform work that is outside the usual course of the District's function of educating children;

and (3) Vendor's personnel shall be engaged in business independent of the District. Vendor shall defend and indemnify the District against any claim by any worker that it is actually an employee of the District.

8. **ASSIGNMENT:** Vendor shall not assign this Agreement or any interests therein without the prior written approval of the District. Any such attempt to assign or sublet this Agreement without District approval shall be invalid.

9. **CONFIDENTIALITY:** Vendor and all personnel designated by Vendor to perform under this Agreement shall maintain the confidentiality of all information received while providing the Services and/or Products. This requirement shall extend beyond the effective termination or expiration date of this Agreement.

10. **EXECUTION OF CONTRACT:** Vendor shall not commence providing Services and/or Products under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section and Exhibit "A". In addition, Vendor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section and Exhibit "A".

11. **INDEMNIFICATION:** Vendor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Vendor, its officials, officers, employees, agents, Vendors and contractors arising out of or in connection with the performance of the Services and/or the Products or this Agreement, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Vendor shall defend, at Vendor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its directors, officials, officers, employees, agents or volunteers. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Vendor shall reimburse District and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Vendor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents or volunteers.

12. **DELIVERABLES:** The Services and/or Products required for the performance of the Services under this Agreement must be provided to the District's Designee no later than ten (10) days before the expiration of the term of the Agreement or at intermediate dates as requested by District's Designee. Failure to do so will result in the District withholding payment of progress or final invoice of Vendor until said Services and/or the Products are received by the District's Designee.

13. **FEE:** Services and Products are provided at no cost to the District. Packages will be available for student purchase via the Vendor's online portal. Should the District Designee wish to purchase photo packages, a Purchase Order shall be drawn and provided to the Vendor prior to placing the order.

14. **PAYMENT TERMS:** Intentionally Omitted

15. **TERMINATION:** This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days' notice to Vendor. Said notice shall be in writing and shall be delivered to the addresses listed for the Vendor. District retains right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District, when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. Vendor may terminate this Agreement only if District breaches this Agreement and shall give 30 days' written notice to District of its termination. Such notice shall be delivered to the District's Designee and shall set forth reasons for the termination.

16. **FORCE MAJEURE:** "Force Majeure" means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the

Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

17. **FISCAL YEAR:** Vendor understands and agrees that this Agreement may involve services to be performed in different school fiscal years. While it is the intent of the District to utilize the Vendor continuously throughout the term irrespective of fiscal year, Vendor and District agree and acknowledge that all services in fiscal years subsequent to the fiscal year of Agreement execution is contingent upon availability of continued funding.
18. **AUTHORITY:** In accordance with California Education Code Section 17604, this Agreement is not valid or an enforceable obligation against the District until approved or ratified by motion of the Governing Board duly passed and adopted.
19. **ENTIRE AGREEMENT:** It is understood and agreed that this Agreement sets forth the entire understanding of the parties regarding the subject matter thereof, and no modification or amendment to this Agreement shall be binding unless said modification or amendment is in writing and duly executed with the same formality as this Agreement itself. This Agreement shall be binding upon the successors and assigns of the parties.
20. **PERMITS & LICENSES:** Vendor shall, during the term of this Agreement, obtain and maintain all licenses, certificates, permits and approvals of whatever nature that are legally required to provide the Services and/or Products.
21. **GOVERNING LAW:** This Agreement shall be governed by the laws of the State of California.
22. **COMPLIANCE:** Vendor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the provision of the Services and/or Products, including all Cal/OSHA requirements, and shall give all notices required by law. Vendor shall be liable for all violations of such laws and regulations in connection with providing the Services and/or Products. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold District, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations. Vendor shall provide all Services and Products under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by others in the same profession in California. Vendor represents and warrants that all employees and subcontractors have sufficient skill and experience to perform the Services and/or Products assigned to them.
23. **RECORDS:** Vendor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
24. **FINGERPRINTING:** This contract is subject to the provisions of Education Code Section 45125.1. Vendors' employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any site. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony or has been convicted of a violent or serious felony as they are defined in Penal Code Sections 667.5c and 1192.7c respectively. Vendor shall not permit an employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code Section 45122.1. Vendor shall certify in writing to the District that none of its employees who may come in contact with students have been convicted of a felony as defined in Education Code Section 45122.2. District may request the removal of an employee from a site at any time. Failure to comply with this provision may result in termination of the Contract.
25. **NONDISCRIMINATION:** It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. Each Contractor agrees to comply with applicable Federal and California laws including, but not limited to, The California Fair Employment Practice Act, beginning with Government Code Section 12900, Labor Code Section 1735, and Title 5, Division 1, Chapter 1, Subchapter 4 of the California Code of Regulations. In addition, each Contractor agrees to require like compliance by any subcontractors employed on the work by him.
26. **WORKERS' COMPENSATION:** In accordance with the provisions of Section 3700 of the Labor Code, Vendor shall secure the payment of

compensation to his employees.

27. **WAIVER:** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

28. **SEVERABILITY:** In the event any portion of this Agreement shall be finally determined by any court of competent jurisdiction to be invalid or unenforceable, such provision shall be deemed void and the remainder of this Agreement shall continue in full force and effect.

*Vendor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective party.*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date written above:

**Kristi Jo Photography** \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Phone                      Email

**Perris Union High School District** \_\_\_\_\_

\_\_\_\_\_  
District Signature

\_\_\_\_\_  
Director of Purchasing  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
October 16, 2024  
Board Approval Date

## EXHIBIT "A"

### Insurance Requirements

A. Minimum Requirements. Vendor shall, at its expense, procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Vendor, its agents, representatives, employees or subcontractors. Vendor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

B. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (A) *General Liability:* Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (B) *Automobile Liability:* Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (C) *Workers' Compensation and Employers' Liability:* Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance. Vendor shall maintain limits no less than: (A) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (B) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (C) *Workers' Compensation and Employer's Liability:* Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of \$1,000,000 per accident for bodily injury or disease.

D. Professional Liability. [INCLUDE IF APPLICABLE] Vendor shall procure and maintain, and require its sub-Vendors to procure and maintain errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

E. Insurance Endorsements. The insurance policies shall contain the following provisions, or Vendor shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:

(1) General Liability. The general liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insured with respect to the Services and/or the Products or operations performed by or on behalf of the Vendor, including materials, parts or equipment furnished in connection with such work; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(2) Automobile Liability. The automobile liability policy shall be endorsed to state that: (A) the District, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Vendor or for which the Vendor is responsible; and (B) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Vendor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents and volunteers shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

(3) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Vendor.

(4) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents and volunteers.

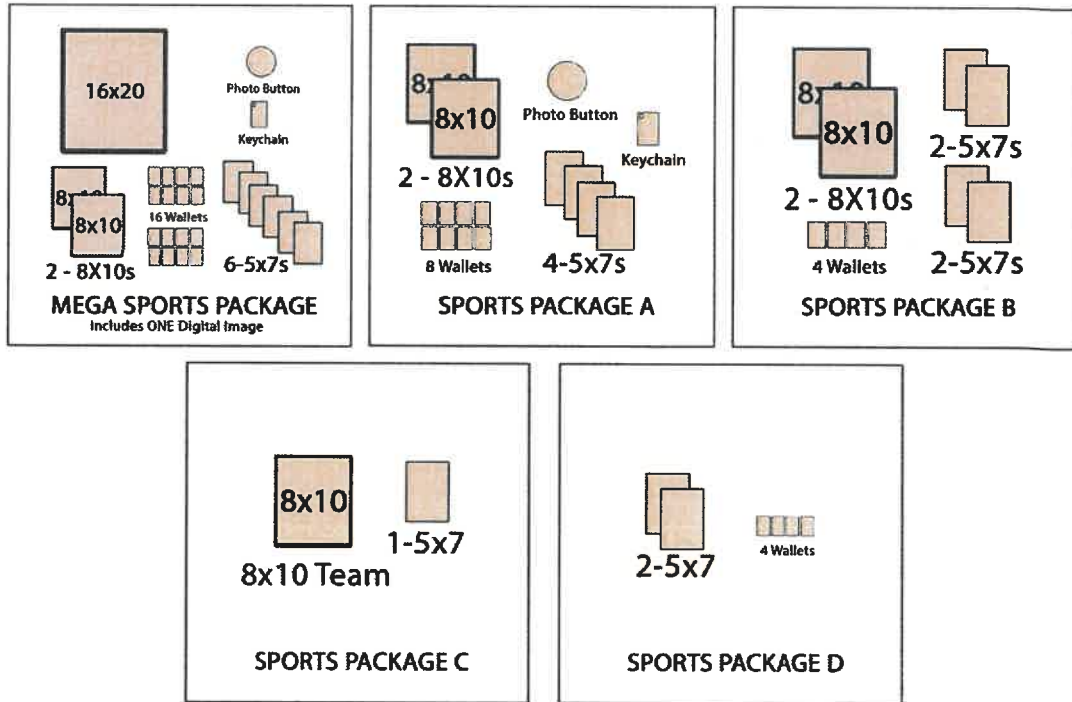
F. Other Requirements. All insurance required by this Section shall contain standard separation of insureds provisions. In addition,

such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents and volunteers. Any deductibles or self-insured retentions must be declared to and approved by the District. Vendor shall guarantee that, at the option of the District, either: (A) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents and volunteers; or (B) the Vendor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District. Vendor shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.

Exhibit B – Package Pricing for Student’s to Purchase



2024-2025 HIGH SCHOOL SPORTS PACKAGE PRICING  
FOR ATHLETES AND FAMILIES



**PACKAGES** Packages can have multiple poses/images at no extra charge  
We also offer at a discounted rate for the individual digital images to be added to our packages.

<b>MEGA SPORTS PACKAGE</b>	<b>\$129</b>
<b>SPORTS PACKAGE A</b>	<b>\$ 89</b>
<b>SPORTS PACKAGE B</b>	<b>\$ 59</b>
<b>SPORTS PACKAGE C</b>	<b>\$ 35</b>
<b>SPORTS PACKAGE D</b>	<b>\$ 25</b>

**Gifts**

<b>Hinged Memory Mate</b>	<b>\$ 35</b>
<b>Wooden Plaque</b>	<b>\$ 45</b>
<b>Photo Button</b>	<b>\$ 8</b>
<b>15oz Mug</b>	<b>\$ 35</b>
<b>Metal Keychain</b>	<b>\$ 15</b>
<b>4x5 Magnet</b>	<b>\$ 8</b>
<b>5x7 Statuette</b>	<b>\$ 32</b>
<b>8x10 Statuette</b>	<b>\$ 45</b>
<b>11x14 Framed Memory Mate</b>	<b>\$ 55</b>
<b>Metal Christmas Ornament</b>	<b>\$ 26</b>
<b>One Dozen Sports Trading Cards</b>	<b>\$ 26</b>

**Al La Carte**

<b>8 wallets</b>	<b>\$ 18</b>
<b>5x7 Print</b>	<b>\$ 15</b>
<b>Set of 2 5x7 Prints</b>	<b>\$ 25</b>
<b>8x10 Print</b>	<b>\$ 18</b>
<b>Set of 2 8x10 Prints</b>	<b>\$ 28</b>
<b>16x20 Print</b>	<b>\$ 30</b>
<b>8x10 Memory Mate</b>	<b>\$ 25</b>
<b>Magazine Cover</b>	<b>\$ 18</b>

You can also view our online gallery sample by scanning the QR code below



**Jason Smith**

Photos of

Class/Group/Teacher

Visit your photographer's online shop

- 1 **kristijophotography.gotphoto.com**
- 2 Enter your personal access code  
**6S77L4F3**
- 3 Discover products  
Order your favorite photos!

Access to your photos!  
Please hold onto this!

**Coupon**

5% discount  
for a min. purchase of \$32



Coupon code

**38270259**

Valid until 04/21/2022



#JOB00047 - #12 - 6S77L4F3

Don't feel like typing?

Just scan your QR code and  
you're ready to go!

Questions about how to order?

951-696-2358

info@kristijophotography.com



## EXHIBIT C – PHOTOGRAPHY SCOPE OF WORK

### 1. Sports Team, Clubs, and Individual Players Pictures

1.1 Photo sessions of each individual sports team, club and Individual athlete's pictures shall occur at each school at the beginning of Fall, Winter and Spring sports seasons based on the schedule provided and agreed upon by the Athletic Director and the photographer.

1.2 Planning and scheduling must be done no later than 15 days prior to services taking place. Please ensure that all athlete uniforms will be delivered prior to photo day to avoid rescheduling of photo shoot. Coaches must submit a roster with student's full name, student ID number, parent email address.

1.3 Photographer will be provided either an empty classroom or gym with electrical outlets to setup a minimum of one station with green or white screen.

1.4 Make-up photos can be scheduled within a week of the photoshoot at the photographer's studio in Murrieta at no additional charge. Please be advised any make-up photos will delay delivery of products purchased by students for that team or club.

1.5 Adequate personnel, equipment, and supplies, must be provided to process the large volume of athletes.

1.6 All Athletes will be photographed on a green/white screen. This will minimize retakes, closed eyes, rescheduling due to weather, harsh lighting, etc. Each athlete or club member will be photographed in multiple poses. Team photos will be composed using the individual photos. If players are absent the day of the photo shoot, photographer will be able to add their photo to the team photo if the makeup photos are taken within a week of the photo day.

1.7 Photographer must offer packages for athletes and club members. This fee shall be determined by the Consultant and must be itemized on the online order form, see Exhibit B for pricing. All orders will be mailed directly to athletes and their family for a minimum \$6 shipping fee

1.8 Athlete purchases will be thru personal online viewing galleries only. No sales/money will be collected on photo day.

1.9 All team photos shall be provided digitally via Dropbox to the yearbook to be used for yearbook only.

1.10 Athletic Department will be provided with a 16x20 Team photo print for

each varsity team. Each varsity team will be provided with an 8x10 Team photo. Each Junior Varsity and Freshmen team will be provided with one 8x10 Team photo for each team. Additional prints may be purchased online via photo gallery.

## 2. Team Banners

2.1 Team banners may be purchased by the team. Team must notify photographer prior to photo day if they plan on purchasing a banner. 4ft x 8ft Banner is \$300. Please request quote for additional sizes from Photographer

2.2 A quote for the banner will be emailed to team representative and the quote must be approved by ASB for payment. Payment will be due after delivery of banner.

2.3 Team banners will be created using the individual photos taken at time of photo session.

2.4 Banner size will be determined based on what size the team will be purchasing. Standard size if 4ft x 8ft

2.5 Design of team banner will be determined by photographer and team representative, i.e. coach, athletic director. See Exhibit C for sample backgrounds.

2.6 Once banner is designed, a proof will be sent to team representative for approval. Team representative will be responsible for any misspelled names, etc. Once approved and printed, any correction that needs to be made after approval will be at the expense of the team.

2.7 Team representative must email photographer back stating banner is approved. Once approved banner will be printed and delivered to school within 3 business days.

2.8 An invoice for the banner will be sent to team representative to send to ASB for payment to ensure proper payment.

## 3. Sports Action Shots

3.1 Sports Action Shots are available for teams to purchase. Action shots are taken at pre-determined games that have been discussed with Team Representative and Photographer.

3.2 Athletic Director or Coach must provide game dates a minimum of 3 weeks prior to the dates requested if they would like to purchase action shots.

3.2 Action shots are available for \$150 per game.

3.3 Action shots will include a minimum of 50 action shots per game. Photographer will photograph as many players as possible.

3.4 Action shot photos shall be provided digitally via an online gallery.

3.5 Once action shots have been delivered Invoice for Action Shots will be sent to Team Representative to send to ASB for payment.

3.5 Action Shots are first come first served.

#### 4. Senior and/or Player Banners

4.1 Senior and/or Player banners are available at a discounted rate for team purchase, see Exhibit D

4.2 Team representative must contact photographer at the beginning of the season to let them know they will need senior/player banners.

4.3 Senior banners will be created with individual photos taken at photo day. Action shots can be added for an additional price. If action shots are requested, team representative must let photographer know prior to the start of the season. This will also delay the delivery of the banners.

4.4 Design of banners will be determined by photographer and team representative. See Exhibit D for samples.

4.5 Once banner is designed, a proof will be sent to team representative for approval. Team representative will be responsible for any misspelled names, etc. Once approved and printed, any correction that needs to be made after approval will be at the expense of the team.

4.6 Once Senior/Player banners have been delivered Invoice for Banners will be sent to Team Representative to send to ASB for payment.

#### 5. Team Posters

5.1 Team posters are available for purchase. Posters will include the team photo designed with the photos taken on photo day. Posters are double sided 12x18 130# felt paper and come in quantities of 25 for \$125.00.

5.2 Team posters can include the team schedule and sponsors.

5.3 Design on posters will be determined by photographer and team representative, i.e. coach, athletic director.

5.4 All information for Team Posters must be delivered to Photographer by photo day to ensure prompt delivery.

5.5 Once poster is designed, a proof will be sent to team representative for approval. Team representative will be responsible for any misspelled names, etc. Once approved and printed, any correction that needs to be made after approval will be at the expense of the team.

5.6 Once Team Posters have been delivered, invoice for Posters will be sent to Team Representative to send to ASB for payment.

6. Coaches must provide a roster for each team that includes Player's full name, Student ID number, and Parent email address. Parent's will be notified thru email when photo galleries are available to view. All ordering is conducted online thru a personal online gallery provided to parents. Students will also receive a QR code on photo day that has instructions on viewing their gallery.

7. Photographer will provide social media ads to advertise photo day for each team.

8. Athletic department will advertise via email and on social media photo day for each sport a week prior to photo day, 3 days prior to photo day and day of photo day.

9. Online ordering will be available within two weeks of photo day for each student/player. After the initial two weeks, student/players will be notified that the gallery pricing will have a minimum purchase of \$59.00. This minimum purchase is not required until the gallery has been available for students for a minimum of two weeks.

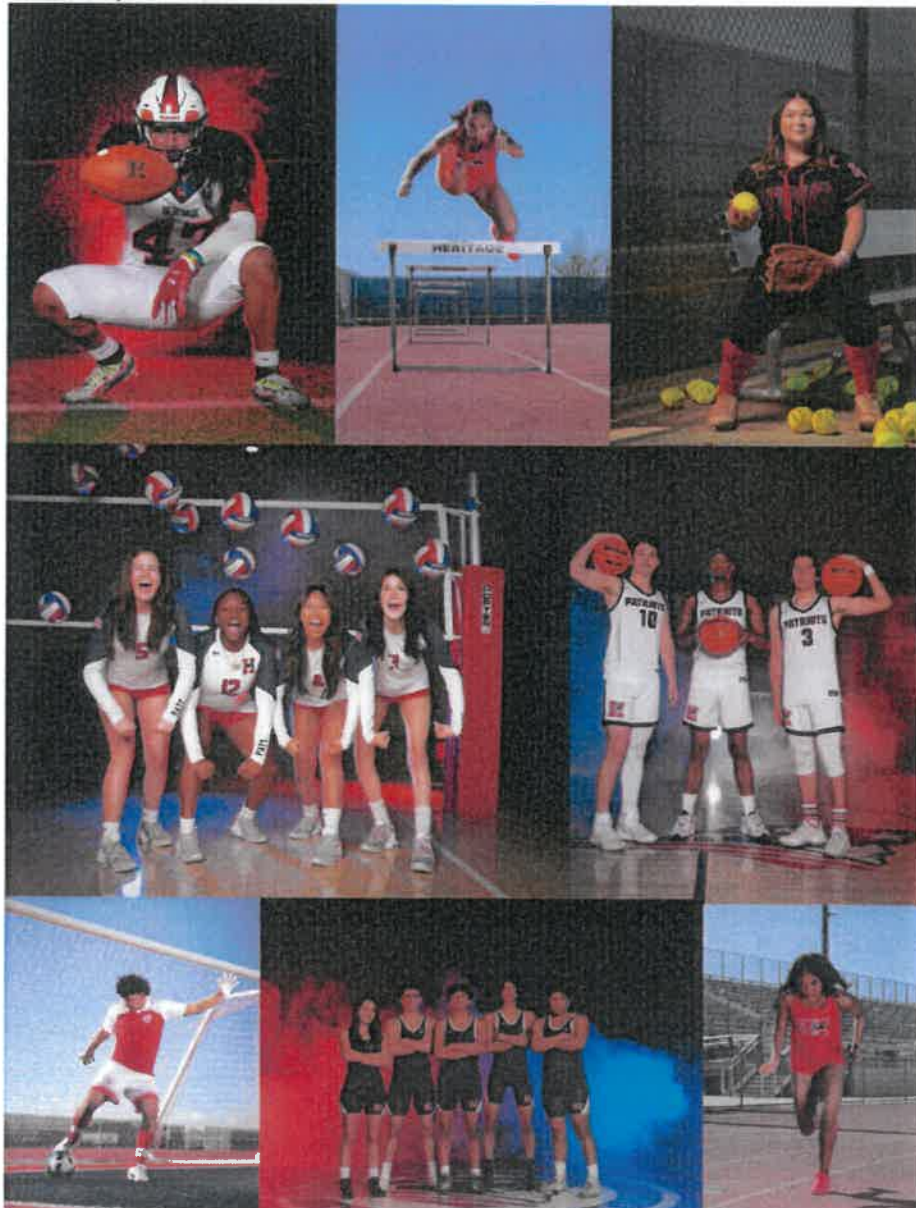
## Exhibit D – Pricing for Team Services

### Media Day Sessions

Media Day is specifically designed to create images for social media and can be used for senior banners. Sessions are approximately 1 ½ to 2 hours

Up to 10 players \$450.00 School receives digital images for social media use ONLY. Athletes are able to pre-purchase 3 digital images that they can use for their personal use for a discounted rate of \$75 per athlete thru Kristi Jo Photography's link that will be provided to team. If everyone participating purchases prior to session, the team/school does not have to pay a session fee and will receive the social media photos for free.

Samples of Media Day session



## Senior/Player Banner Samples and Pricing

### Individual Banner Pricing

2 ft x 3 ft \$45.00

2 ft x 4 ft \$75.00

2 ft x 5 ft \$75.00

2.5 ft x 5 ft \$85.00

3 ft x 4 ft \$75.00

3 ft x 5 ft \$85.00

### Team Banner Pricing

4ft x 8ft \$300.00

Please ask for quote on additional sizes

Senior Player Banner Samples – Banners are custom made to fit each sport and school







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/20/2024

**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 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).**

<b>PRODUCER</b> NORTHEAST AGENCIES INC/PHS 01216937 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (866) 467-8730		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> KRISTI AGUIRRE DBA KRISTI JO PHOTOGRAPHY 29144 TWIN ARROW CIR MENIFEE CA 92584-7839		<b>INSURER A:</b> Hartford Underwriters Insurance Company	NAIC# 30104
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		01 SBA BF0D35	03/08/2024	03/08/2025	EACH OCCURRENCE	\$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	Professional Liability			01 SBA BF0D35	03/08/2024	03/08/2025	Each Claim Limit	\$50,000
							Aggregate Limit	\$50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Those usual to the Insured's Operations. Certificate holder is an additional insured per the Business Liability Coverage Form SL3032 attached to this policy.

<b>CERTIFICATE HOLDER</b> Frome Realty Fund Alpha, LLC 151 Kalmus Drive Suite F 2 Costa Mesa CA 92626	<b>CANCELLATION</b> 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 <i>Susan S. Castaneda</i>
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