HERFF JONES PHOTOGRAPHY PROPOSAL/AGREEMENT

This Proposal/Agreement is made by and between Herff Jones Photography, and:

Highland Park Elementary School
School Name

This Proposal/Agreement is for the complete school year. Information contained in this agreement is confidential and proprietary. It should not be disclosed to anyone who is not a recipient or authorized reviewer of this agreement.

The attached, agreed upon package prices and contents are based on our wholesale cost. The school will have the opportunity to review and increase prices to include school commission, as a fundraiser. Commissions are paid within 30 days of portrait package delivery.

Herff Jones Photography agrees to:

1. Photograph students and offer portrait packages on a mutually agreed upon date and supply portrait packages at the agreed upon pricing schedule. The entire student body will be photographed. Students wishing to purchase a photo package shall bring payment to school. A receipt will be provided to each student purchasing portraits acknowledging their payment.

2. Provide flyers with package information and order envelopes, to be distributed by the school to the students prior to the portrait session date. Provide our own clerical staff to handle processing of students being photographed. The school will supply additional support staff.

3. Deliver finished orders to the school, sorted by school preference, and individually identified for ease of distribution. This is made possible based on the data file supplied to the studio by the school prior to the portrait sessions. If the data file information is not supplied, the default package sort will be: As Photographed or Grade Alphabetical.

4. Provide an additional portrait date to photograph students absent on the first day of photography.

5. All packages are delivered with the Herff Jones Photography Satisfaction Guarantee. If there are any students dissatisfied with their finished package, they may have their photograph retaken at no charge on absentee day. The complete package must be returned to the photographer on absentee day to have photographs retaken. Herff Jones must receive refund requests within fourteen working days after packages are delivered to school. All refund requests received by Herff Jones will be processed within 30 days.

6. Herff Jones Photography recognizes its photographic and scheduling responsibilities. We will do all in our power to make the procedural aspects of photographing the student body smooth and orderly. The school administration shall have the obligation of making adequate conditions and space available. Since the Herff Jones staff does not have any disciplinary authority, it is recommended that the administration supply supervision during the entire portrait session. This will assure students can be photographed in a systematic and efficient manner.

7. Provide a complimentary package for those school staff that desire one.

8. Provide service items for School use.
   - Administrators' Image Pak-Resource CD
   - Image Pak-Application CD and Training
   - Publishers' Image Pak CD for yearbook reproduction. Publishers' Images will be produced after the final session is complete.
   - Additional image services available to meet school needs.
   - Any changes to service item specifications need to be mutually agreed upon by both parties.
9. Provide computer reports and lists upon request, by any sort desired, based upon data in the school text file provided to Herff Jones in advance of photography. Lists of students photographed and those not photographed may be requested, along with pertinent student information.

School Agrees To:

1. Provide either a tab delimited or comma delimited text file or an Excel data file to Herff Jones Photography 30 days before scheduled picture day. Data file should contain all information needed for any service item or package sort school has requested. Data file should contain the following minimum information, each in separate fields or cells:
   - Student ID Number
   - Last Name
   - First Name
   - Grade
   - Teacher and/or Room Number
   This file information is intricate and essential for the studio to supply the service items requested by the school. This data file will be used only to facilitate photography, and to provide the requested school services. Herff Jones promises and agrees to hold all data confidential, and will not reveal, report, publish, disclose, or transfer data to any other person or entity.

2. To update data file one week prior to picture day and absentee day.

3. Advise Herff Jones in writing 30 days prior to picture day that Publisher CD is requested and to supply the following information:
   - Yearbook Company and Deadline
   - What grade levels are to be put on CD
   - In what order the school is requesting the publisher flow the student images onto the pages
   - If photographed, is Staff to be put on CD
   - Is text Case Sensitive or all UPPER CASE

4. Provide adequate space and student supervision to ensure a successful and efficient photography day.

Miscellaneous

1. Herff Jones assumes responsibility for monies and communications only if addressed and received at our office. Pictures used in the yearbook are of the selection of yearbook staff members, and Herff Jones assumes no responsibility for content of same or any printed statements, quotes and copy matter attached to the photographs when printed in the yearbook. The school shall have the obligation of reviewing all the images and data files to assure accuracy in the publication. Herff Jones is indemnified from errors should inaccuracies be published.

2. It is understood and agreed that either party of this agreement shall not in any way be held responsible for any delay or failure to perform its services, which results in whole or in part from causes beyond their control. These causes will include shortages of material and power, energy and fuels, strikes, fires and acts of God.

3. It is mutually understood and agreed that the makers of this agreement understand all the provisions hereof and declare the provisions acceptable. It is also understood that with the signing of this proposal, it shall become an agreement between the school and Herff Jones Photography. Both parties must mutually agree upon changes and additions to this agreement.

4. This agreement is to continue for a one (1) year period, and will continue on a yearly basis thereafter, unless either party notifies the other, in writing, up to 30 days prior to the anniversary date.
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Highland Park Elementary School

<table>
<thead>
<tr>
<th>School Name</th>
<th>County</th>
<th>Enrollment</th>
<th>Grades</th>
</tr>
</thead>
<tbody>
<tr>
<td>900 Park Square Drive</td>
<td></td>
<td>(812) 825-7673</td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
<td>Phone</td>
<td></td>
</tr>
<tr>
<td>Bloomington, IN 47403</td>
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<td>Fax</td>
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<tr>
<td>City, State, Zip Code</td>
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<tr>
<td>Mrs. Jan Williamson</td>
<td><a href="mailto:jawillia@mccsc.edu">jawillia@mccsc.edu</a></td>
<td>(812) 825-7673</td>
<td></td>
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<tr>
<td>Principal</td>
<td>E-Mail</td>
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<tr>
<td>Photography Coordinator</td>
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<td>Yearbook Advisor</td>
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<tr>
<td>Assistant</td>
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Herff Jones Photography Program is structured to fulfill your school's imaging needs throughout the school year and includes the following:

<table>
<thead>
<tr>
<th>Individual Fall Portraits</th>
<th>Individual Spring Portraits</th>
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<tbody>
<tr>
<td>Composites</td>
<td>Groups</td>
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<td>Memory Books</td>
<td>Panoramic Group</td>
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<tr>
<td>Senior Portraits</td>
<td>Sports</td>
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<tr>
<td>Dances and Proms</td>
<td>Graduation</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
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</tbody>
</table>

School Name

Date

School Authority Signature

Herff Jones Photography Authority Signature

School Authority Title

Herff Jones Photography Authority Title

Print Name

Print Name