



League information sheet

Name of School and/or League (“Client”):

Date of Photos:

Location:

Indoor Location _____

Outdoor Location with Rain date of _____

Outdoor preferred, indoor location as alternate _____

Number of Teams: _____

Number Players per team (estimated): _____

League contact information:

Name: _____

Cell: _____

email: _____

Alternate Name: _____

Alternate Cell: _____

Alternate email: _____



Special Requests/Agreements:

- One free team picture for each coach
- One printed team picture provided to each team Sponsor (digitally)
Wooden plaques will be provided for sponsors if needed. Please ask sponsors if they have plaques to recycle on delivery.
- Online ordering to be advertised and link to order to be provided on customer website/social media (online is recommended, but we will have forms for people to order onsite via check or Cash)
- League must provide rosters that will include: Correct Spelling of Each Athlete, Team, Sponsor and Coach. Excel files preferred.



PHOTOGRAPHY AGREEMENT

Terms of Use

PLEASE READ THESE TERMS OF USE (“Terms of Use”), PRIVACY POLICY AND PORTRAIT PHOTOGRAPHY AGREEMENT THESE TERMS OF USE CONSTITUTE A BINDING AGREEMENT (“AGREEMENT”) BETWEEN USER AND THE CONTRACTING PARTY or CLIENT (League, School, Team).

- 1. Retainer and Payment.** The Client shall not remit a retainer to the Photographer. All payments shall be made by the students/athlete on a per-transaction basis to the Photographer.
- 2. Relay of Information.** It shall be the Client’s responsibility to relay all information to the students/athletes and guardians. Advertising via your team portal, via the coaches and email is recommended. DC Sports will also advertise the photo day on our Facebook page.
- 3. Photography Scheduling.** The Client shall make arrangements for the teams to all be available on the photo day. The Photographer shall not be held responsible for teams that cannot attend due to rescheduling of games or other issues. Where possible, the Client should ensure the photos are taken before any practices or games that day.
- 4. Re-Takes.** Retakes are not scheduled. We do offer a 100% satisfaction guarantee to our players and offer a full refund if they return their complete photo package to us with in 30 days of receiving it.



- 5. Group Photographs.** Teams need to come to photo day at the scheduled team photo time in order to guarantee being photographed for the team photo. We will make every effort to accommodate extenuating circumstances but do not guarantee the ability to “add in” players who are late or missed the team photo.
- 6. Location.** Access to the photo area is required up to 30 minutes before the photos (outdoors) or up to one hour (indoors) before the shoot. The Client accepts all liability for the conditions at the photograph location. It is the responsibility of the client to secure the location and obtain permission for use. The Photographer is not responsible for traffic control, hazards, or field conditions. The client should choose an aesthetically pleasing location for outdoor photographs. In an area away from the field of play if active games or events are ongoing. For indoor photographs the photographer will provide appropriate backdrops, lighting, and equipment for indoor photography. Electricity is required for indoor photography.
- 7. 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 approximately 3 weeks from time of print order to be processed and delivered to Client. Please be aware that the Client is responsible for the distribution of photographs to each team and player



regardless if the season is over. Reorders will be charged shipping and mailed direct to individual purchasers.

- The students/athletes and Client *order deadline* shall be one day before the shoot. Onsite ordering is provided for cash and check purchases online. Credit card orders should be processed via our website. While onsite ordering is available, preordering should be advertised.
 - The Photographer shall not be held responsible for delivery delays due to the fault of manufacturing and/or delivery services.
 - The Client agrees that they will distribute the photographs. If photographs are not delivered before the end of the season for any reason, the Client will have at least 2 “Pick up days” to allow for distribution of the packages. At that point, undeliverable photographs should be returned to the photographer and shipping will be offered for a fee to each individual.
8. **Photographic Materials.** All photographic materials, including but not limited to negatives, transparencies, proofs, and previews, shall be the exclusive property of DC Sports Photos.
9. **Online Gallery.** We do not offer an online gallery of individual photographs. We do not offer previews. This reduces costs and limits liability.
10. **Artistic Rights.** The Photographer retains the right of discretion in selecting the photographic materials released to



the client. The photographer selects the best capture of every photograph that will be printed. We do not allow for pose selection.

11. 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. 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.

12. 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 Client use only and shall not be submitted to contests, reproduced for commercial use. Photos may only be duplicated or printed by DC Sports Photographs. 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.



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 and watermarked photographs. Client shall not copy, download, **screen shot**, or capture the photographs in any other fashion. The Client shall identify the “Photograph by DC Sports Photos” in the caption of all photographs uploaded to social media websites and profiles. When uploading to a Social Media profile, the Client shall “tag” the Photographer’s business page in the album of the uploaded files.

14.Coaches Headshots. If requested, the Photographer shall provide one headshot per coach and staff in attendance on the photography event dates. No makeups shall be made for headshots. Headshots can be provided digitally to the league or purchased by the coach.

- Requested
- Not Requested

15. 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. The client should not support or advertise any other professional photographer selling photos of the teams during the period of this contract or allow any persons to schedule alternate photo days for teams.

16. 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 (if received) 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 to refunds for goods to individual purchasers.

- 17. Substitute Photographer.** The Photographer reserves the right to substitute with another photographer in case of emergency. 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.
- 18. Photographer's Standard Price List.** 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.
- 19. Reorder.** Reorder/Late orders are available for individual purchasers from past sessions. Reorders will be charged shipping and mailed direct to individual purchasers.
- 20. Indemnification.** The Photographer shall be held harmless for any and all injury to Client and individual purchasers 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. If a specific child has a "do not photograph" on file please make us aware.



21. Termination of Contract/Cancellation of Photo day. Cancellation or failure to comply with this agreement within 7 days of the scheduled event will result in:

1. The Client will pay DC Sports \$300 to cover employee costs for the event.
2. The Client will be invoiced up to \$2 per online order for the event to cover the costs of refunds.
3. DC Sports may request the client issue a public statement why photo day was canceled
4. Contract Renewal: This contract will be renewed annually unless canceled by either party.

Signatures:

Title

Date

Name of League Representative

Danielle Cook
DC Sports Photos
23 Morgan Way
Gilford, NH 03249
danielle@dcsportsphotos.com

7/21/21

Date