

Sports Photography Agreement
between
Mingus Union High School District
and
Jill Kristine Photography

This Agreement is made between Mingus Union High School District (“MUHSD”) and Jill Myers of Jill Kristine Photography in Cottonwood, AZ (“Photographer”).

This Agreement is effective for the 2026-2027 Academic School Year, beginning on July 1, 2026 until June 30, 2027, unless terminated earlier pursuant to this Agreement.

MUHSD and the Photographer hereby agree to the following terms:

- The Photographer shall have the exclusive right to photograph MUHSD athletic participants and teams. This exclusive right includes, but is not limited to the creation, offering for sale and distribution of photographs of group or individual portraits of coaches, players, or teams participating in all MUHSD Sports during the 2026-2027 school year. MUHSD shall take all reasonable steps to ensure this exclusivity.
- The Photographer warrants that it holds all licenses necessary to perform the work, that such licenses are valid and effective as of the date any work is performed or services provided.
- MUHSD will provide updated Coach Contact information before the start of each Season and the current Yearbook Teacher/Advisor contact information at the beginning of the year, or be notified if there is a change during the term of this Agreement.
- Coach/Team Rep will book their photo day with the Photographer within a timely manner.
- Coach/Team Rep will distribute Photo Day Information, provided by the Photographer, to parents and athletes at least 3 days prior to picture day.
- The Photographer agrees to provide MUHSD with the photo gallery of group and individual portraits for online ordering within 2 weeks of the portrait session unless stated otherwise.
- Coaches will receive a complimentary 5x7 Team Print.
- The Photographer will photograph all Senior Athletes for banners as early in the season as possible.
- The Photographer will design and order senior banners at the discounted price

of \$50 for all Senior Athletes at the beginning of each sport season. On average, The Photographer produces approximately 78 banners per school year at the cost of \$3900. The Photographer will not exceed \$7500 for banner production in any given academic school year.

- Each Team will have the option of purchasing banners as a PO through the MUHSD Athletic Dept. or from their individual Booster Club.

The Photographer agrees to provide the following limited copyright license to MUHSD for photographs of coaches or teams participating in athletics.

1. The image(s) subject to this agreement are as follows: coach (upon request) and team portraits for each athletic team during the 2026-2027 school year.
2. Use of the above mentioned images are limited to the following: MUHSD website, social media, yearbook and any other organization deemed appropriate by MUHSD and Photographer for the duration of the 2026-2027 school year. MUHSD/Coach/Team Rep shall not authorize reproductions by non-purchasers.

The Photographer and MUHSD agree to the following licensing terms:

1. The Photographer retains all rights to each image. The Photographer also retains all rights not expressed in the agreement including advertising rights. MUHSD agrees to give the Photographer proper photo credit on each reprint as follows: Jill Kristine Photography.
2. MUHSD may not transfer this license (or may not transfer the copyrights) to other parties without written permission from the Photographer.
3. MUHSD agrees that altering images is prohibited without receiving written permission from the Photographer. Alterations include, but are not limited to, application of filters, cropping, or modifications of any kind. The Photographer does provide MUHSD permission to resize photographs for Internet-based usage.
4. MUHSD agrees to provide the photographer with a reasonable area to take individual and team portraits.
5. Coach/Team Rep agrees to provide the photographer within a reasonable time for notice of any cancellation of an event.

The Photographer and MUHSD agree to the following general terms and conditions:

1. To the extent applicable, Photographer and the MUHSD shall abide by the requirements of the Family Educational Rights and Privacy Act ("FERPA") in

maintaining the confidentiality of student records and personally identifiable student information. The Parties agree that any disclosure and/or re-disclosure of student records shall be in compliance with the requirements of FERPA.

2. To the extent applicable, Photographer represents and warrants that it will ensure that each employee and volunteer assigned to perform services on District property pursuant to this Agreement will hold a valid Arizona State Level One Fingerprint Clearance Card pursuant to A.R.S. § 15-512.
3. Each Party hereby agrees to defend, indemnify and hold the other Party harmless from any and all liabilities, claims, expenses, damages, judgments, and other costs and expenses, in connection with the representations and warranties made herein and any and all liabilities or obligations of any kind or nature whatsoever, whether accrued, absolute, contingent or otherwise, known or unknown, based on, arising out of, or relating to this Agreement, both to the fullest extent allowed by law. In the event of concurrent liability, the parties shall have the right of contribution from each other to the extent allowed by law. This indemnification provision shall survive termination of the Agreement and remain in effect.
4. Both Parties agree to provide, or self-insure, general liability and professional practice insurance in the amounts sufficient to cover their respective responsibilities under this Agreement. Photographer will provide District with proof of insurance upon reasonable request and will include District as an additional insured. The Parties shall maintain their own insurance, workers' compensation insurance and shall handle all of their own internal accounting.
5. The Parties agree and acknowledge that each is working independently and that the Parties are not and will not become partners, agents, or principals of the other while this Agreement is in effect. Nothing herein shall be deemed to create a joint venture, partnership, or agency between the Parties and neither the Photographer nor the District shall have the power to obligate or bind the other in any manner whatsoever.
6. The terms of this Agreement are intended only to define the respective rights and obligations of the parties. Nothing expressed herein shall create any rights or duties in favor of any potential third party beneficiary or other person or agency, or organization.
7. This Agreement incorporates by reference all mandatory contract provisions of state agencies required by statute or executive order.
8. Photographer acknowledges that MUHSD is a government entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of MUHSD's obligations under this contract, then this contract

shall automatically expire without penalty to MUHSD after written notice to Photographer of the unavailability and non-appropriation of public funds. It is expressly agreed that MUHSD shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

9. Photographer agrees to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.
10. A waiver by either Party of a breach or failure to perform will not constitute a waiver of any subsequent breach or failure.
11. Neither party shall have the right to assign this Agreement without the prior written consent of the other party.
12. This Agreement is subject to cancellation for conflict of interest pursuant to Ariz. Rev. Stat. § 38- 511.
13. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, without regard to its conflict of laws provisions, and that any dispute arising out of it shall be resolved in a court sitting in Maricopa County, Arizona.

Photographer
Signature _____

Contractor
Signature _____

Photographer _____
Business _____
Phone _____
Email _____

Client _____
Business _____
Phone _____
Email _____