



## 2024-25 Athletic Photography Services Agreement

For

**Lemont High School**

**Lemont  
High  
School**



**Athletic Team & Individual Package Pricing and Complimentary Products  
based on approximately 1,400 9th-12th total students and 110 total staff  
members at Lemont High School**

## 1) Statement of Qualifications

**OUR MISSION:** to provide the highest quality in photography products and services to our customers.

**OUR CORE VALUES:** High standards and strong company values make VIP a highly respected business partner. We believe that excellence is achieved by listening to and exceeding our customer's expectations. Our attention to detail and dedication to quality applied to both product and customer service make us your best team in photography.

**OUR HISTORY:** VIP is a local, family and woman owned business providing full-service photography to southeastern Wisconsin and northern Illinois **since 1950**. Our commitment to remaining the best local family photography business has earned us the loyalty of our customers, many of which have been with us for **20-40 years**.

**OUR LOCAL, WISCONSIN/ILLINOIS BASE:** Our headquarters and processing lab are located at W63N582 Hanover Avenue, Cedarburg, WI. 53012, and our IL studios are located at 600 Northgate Pkwy in Wheeling and 106 Stephen St, Ste 104B, Lemont, IL

**OUR PARTNERS:** We service over 300 schools and districts with aggregate populations exceeding 150,000. Our customers are our best source of referrals and account for more than 90% of our new business annually.

**OUR PRODUCT:** We provide a wide variety of photography services, from traditional, timeless portraits in the style of the old masters to exciting, cutting-edge images. We place high quality products with more picture units per package at very competitive prices. We stand behind all of our photographs and products by offering a 100% satisfaction guarantee.

**OUR VIP TEAM:** The quality of our photography service and products is assured by the professionalism, passion and talents of our 150 team members:

- **Our dedicated sales and account representatives**, readily available throughout the year, provides our partner schools and districts with direct access to immediate assistance and 100% support on your photo day and yearbook assembly process
- **A professional staff of photographers**, highly trained in the use of top-of-the line cameras, lighting, and other photographic equipment, are skilled at interacting with students at all levels and are led by a veteran photographer scheduled on every job
- **Our customer service representatives** are committed to the best customer experience, available year-round to take phone calls and directly answer questions from families
- **Our in-house, state-of-the-art photographic lab team** ensures the highest quality in our photographic prints, products and yearbooks

***X Courtney Lutz***

Courtney Lutz, President and Owner of Visual Image Photography

## 2) List of VIP Services Provided/Available

- a. High school sports team and individual portrait photography
- b. IHSA high school state finals photography

There is no charge to the school required for completion of these VIP portrait photography services.

## 3) Complimentary Products- The proposed pricing also includes the following complimentary products and services provided by VIP:

- a. **Desk Calendars** - 20 desk-sized planning calendars for each school
- b. **VIP Portal** - online access for school Administrators to download all permanently archived images within 48 hours of any photo date, manage data, access live reports, and verify upcoming photography dates and details
- c. **School specific landing Webpage** - online site for families to access multiple order options, all archived images taken by VIP, a calendar listing upcoming photography dates, and customer support resources
- d. **Bonus items with every order** - VIP Photo booklet with three free images, a calendar, a “time capsule” activity page, and two “click and safe” child safety program cards - included with every family order
- e. **Sports team prints** - 8x10 with logos and caption - one per coach
- f. **Sports team “thank you” cards** - set of (25) twenty-five - one per varsity level team
- g. **Sports team award plaques** - 8x10 “MVP” / “Varsity” / “Specialty” plaque - one per varsity level team
- h. **Sports “wall of fame” display prints** - up to 16X20 in size upon request
- i. **IHSA State Finals images** - for yearbook and PR use
- j. **Sports conference/state champion prints/plaque** - 12X16 plaque/16x20 print - one for each conference/state champion in a given school year upon request
- k. **Facility graphics and school branding projects** - at preferred-customer pricing
- l. **Print services** - publisher’s direct and customer-preferred pricing on services such as banners, posters, brochures, etc.

## 4) Monetary Remuneration

- a. **High school sports - 10% of net sales**

## 5) Pricing

<b>SPORTS TEAM &amp; INDIVIDUAL PORTRAITS - PACKAGE PRICING</b>				
<b>PACKAGE 6</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b> SP8
(4) 5x7 Photos	(1) 8x10 team	(1) 8x10 Team	(1) 8x10 Team	(1) Memory Page
(9) Jumbo Wallets	(1) 5x7 Individual	(2) Photo Magnets	(1) 8x10 Individual	(2) Photo Magnets
	(2) 3x5 Individuals	(2) 5x7 Individuals	(2) 5x7 Individuals	(1) 8x10 Individual
	(9) Jumbo Wallets	(2) 3x5 Individuals	(4) 3x5 Individuals	(2) 5x7 Individuals
		(4) Jumbo Wallets	(9) Jumbo Wallets	(4) 3x5 Individuals
				(9) Jumbo Wallets
<b>\$35</b>	<b>\$36</b>	<b>\$39</b>	<b>\$41</b>	<b>\$47</b>
Add digital download to any package or product order: <b>\$15</b>				
All orders are tracked and delivered directly home for \$5.95 applied when order is placed. "Free shipping" sales offered regularly.				

<b>SPORTS TEAM &amp; INDIVIDUAL PORTRAITS - BUILD YOUR OWN PACKAGES AND A LA CARTE NOVELTY PRICING</b>			
SP7/8			
#7 (2) 3x5 Photo Magnets	<b>\$16</b>		#22 Star Ornament (red) <b>\$18</b>
8 (2) 3" Photo Buttons	<b>\$15</b>		#23 Snowflake Ornament (blue) <b>\$18</b>
#9 (2) Gear Bag Tags	<b>\$15</b>		#24 (1) 11x14 Individual Poster <b>\$23</b>
#10 (16) Trading Cards	<b>\$23</b>		#25 (1) 8x10 Individual <b>\$19</b>
#11 Magazine Cover	<b>\$19</b>		#26 (2) 5x7 Individuals <b>\$19</b>
#12 (1) 8x10 Memory Page	<b>\$26</b>		#27 (9) Wallets <b>\$19</b>
#13 (1) 8x10 Memory Page Plaque	<b>\$35</b>		#28 (9) Wallets - Personalized <b>\$21</b>
#14 (1) Individual Photo Blanket	<b>\$66</b>		#29 Retouching/Blemish Removal <b>\$12</b>
#15 (1) Family & Friends Photo Blanket	<b>\$66</b>		#30 Digital Download - Individual <b>\$31</b>
#16 (1) Team Photo Blanket	<b>\$66</b>		#31 (2) Downloads - Individual & Buddy <b>\$40</b>
#17 Ceramic Coffee Mug	<b>\$19</b>		#32 (1) 5x7 Team Photo <b>\$17</b>
#18 Aluminum Water Bottle	<b>\$30</b>		#33 (1) 8x10 Team Photo <b>\$18</b>
#19 Stainless Steel Travel Mug	<b>\$30</b>		#34 (1) 11x14 Team Photo <b>\$23</b>
#20 Keychain	<b>\$15</b>		#35 (1) 16x20 Team Photo <b>\$25</b>
All orders are tracked and delivered directly home for \$5.95 (applied when order is placed). "Free shipping" sales offered regularly.			

## 6) VIP Service Summaries - VIP Agrees to Provide:

### a. School Sports Team and Individual Athlete Portraits

- i) **Coverage to include** team photos, individual portraits of all athletes, requested head and shoulder photographs of coaches / athletes, and images for posters, banners and other custom-designed promotional materials
- ii) **Schedule** created with the help of a sports sales representative who will work with School/Athletic Department to create a smooth, efficient picture day
- iii) **Equipment** such as risers for groups over 40 and up to 100 individuals when photographing outdoors, and a professional sports backdrop where needed indoors
- iv) **Traditional or composite team options** - when space is limited or social distancing is required, upon request each student is photographed separately, then a group photo can be built digitally
- v) **Images** (team and any requested head and shoulders photos) **accessible** to authorized staff through VIP's Client Portal website within two business days of each photo day
- vi) **Images available for social media / website use**, properly sized and prepared with watermarks
- vii) **Complimentary prints** delivered to the school 2-3 weeks after photo day including one 8x10 team print per coach and one set of 25 "thank you" cards per each varsity team
- viii) **Complimentary sports team award plaques** (8x10 "MVP" / "Varsity" / "Specialty" - one per varsity team) delivered to the school 3-4 weeks after photo day
- ix) **Additional display prints** and plaques available upon request including sports "wall of fame" display prints up to 16X20 in size, one conference/state champion 16x20 print or 12X16 plaque/16x20 print for each conference/state champion in a given school year
- x) **Custom designed display products** such as athlete and team banners offered at preferred-customer pricing
- xi) **Families able to view and order photos** in online team galleries after photo day, check photo dates, contact customer service, and learn about all available photography services at [vipis.com](http://vipis.com)
- xii) **Communication and service alerts** sent to the school to post and share with families, and sent directly to families as soon as images are viewable when emails and rosters are provided

### b. Ordering Systems

- i) **Customized, school-specific webpage**, where all images taken for the school, and only images for the school, are available to families, along with a calendar of past and future photo days, FAQs, and customer service resources to reduce photo day questions
- ii) **VIP's View Online system** where all ordering is conducted, and where families can view images, order from multiple images, pick a digital background when available (ie. indoor photos), select from a wide variety of value package options, and purchase add-ons from options such as retouching, digital downloads, or

novelties

- iii) **Direct links to online portrait galleries sent to families via email** when email addresses and rosters are provided, to maximize security, reduce school staff workload, and minimize questions from families
- iv) **All galleries also searchable at vipis.com**, where verification information is required to keep child's school portraits secure

c. **Customer Service and Delivery**

- i) **Customer Support for families**, replying in a timely manner not to exceed 24 hours, available via email and live chat at vipis.com, or at 262.375.4457, Monday-Friday, 8 am - 5 pm
- ii) **All orders delivered directly to families homes with fast turn-around times** (2-3 weeks for most orders), ensured by a local, in-house production facility and high-speed HP Indigo Press
- iii) **Quality photography products, all VIP-produced** in state-of-the-art processing lab, so team members have total control over quality standards and handle every order with urgency and care
- iv) **Prints delivered in exciting booklet format**, which serves as a special, memorable keepsake and includes a cover that prevents damage customized with school logos and colors, three complimentary bonus photos, a calendar, a "student stats" memory page, and click-n-safe/reorder cards, all on environmentally friendly, scratch proof, water-resistant, paper
- v) **All orders tracked and delivered directly to customer's home** address with additional fee applied when each individual order is placed, only one fee applied when families place orders for multiple students, and "Free shipping" sales offered regularly
- vi) **100% money-back guarantee** on all products and orders; when quality replacement or complimentary retake option not available or opted for, VIP will gladly refund any order at customer's request

d. **Communication Tools and Services**

- i) **Informational text** and digital flyers sent to the school before and after each photo day to post and share in newsletters, via social media, and online
- ii) **Direct Communication Plan**, informing families for you, via email when "Your pictures are ready" with a direct link to a portrait image gallery, as well as additional reminders to order, sent only to those who have not participated, and monthly promotions and incentives such as "free shipping" to increase participation
- iii) **Translated materials** and Spanish speaking staff in office and onsite upon request

e. **Additional Services**

- i) **Print Services** - for a wide variety of marketing and advertising materials such as Booklets, Student Planners, Programs, Brochures, Catalogs, Flyers, Posters, Banners, Postcards, Business Cards, Bookmarks, Award Certificates, Calendars, and more, whether they are print-ready projects or they require the talents of our in-house designer, customer-preferred pricing will be applied to all quotes.
- ii) **Facility Graphics** for hallways, doors, windows, fieldhouse, locker rooms, and learning spaces, using durable materials that apply to flat and curved surfaces like brick walls, doors, windows, lockers, both indoors and out, featuring photos taken from state finals events, for example (as VIP is the official photographer of the WIAA and IHSA), and custom designs using your school logo, colors, graphic themes, motto and inspirational, motivating phrases.

**7) Standard Agreement Requests** - VIP agrees to provide all services and products listed in the corresponding proposal. To further ensure successful service, substantial event participation, and a sustainable partnership, Visual Image Photography requests that the School agrees to provide the following:

- a. **Access** to photograph students/athletes on days mutually determined between VIP and School / Athletic Department
- b. **Access to photo location/s** prior to an event start time, with adequate space for the duration of photography events
- c. **Scheduling, data, and technical support**, such as photo date requests and any information (parent/guardian emails, sports rosters, etc.) required to provide photography services, well in advance of corresponding dates and formatted properly as directed by VIP
- d. **Communication assistance** with families/students regarding photography services by using provided informational text, links, and digital flyers in registration materials, in newsletters, in email blasts sent to families, on school websites, and on related social media sites
- e. **Written (emailed) approval of any required proofs** (ie. class composites, banners, posters, etc.) within seven business days in order to meet any outlined or expected delivery deadlines

**8) Additional Conditions and Policies:**

- a. VIP offers a **100% money back guarantee** (does not apply to our non-refundable digital download orders), a replacement print, or a photo retake if a customer is not completely satisfied with portraits or products.
- b. Customers (students, staff, family members. event attendees, etc.) will be under **no obligation to purchase**.
- c. **All orders** will be placed after photo day and will be delivered directly to the address provided by the customer, with a direct-delivery fee added when the order is placed of \$5.95 for shipping
- d. **All images stored indefinitely**. For best pricing, families are encouraged to order fall school portraits before January 1st of the current school year. School portrait package prices may increase 10% rounded up to the nearest dollar at this time of year to encourage early participation, and to



maximize the value of fall quantity prices and any spring portraits offered. An archive fee of \$25 may be applied to orders placed after the current school year.

- e. **All images are property of Visual Image Photography, Inc.**, are copyright protected, and are solely for the use of sale by VIP, publishing yearbooks, or authorized promotional purposes with VIP's prior written consent. Permission is not granted to make copies for sale, or other distribution in any manner that circumvents the sale of these images by VIP. The School will inform VIP of any image use in relation to this policy.
- f. **Photo credit to "Visual Image Photography"** to be provided by the Athletic Department when images are used in authorized print and electronic mediums. Any images used on social media should be the web download size from the VIP Portal. Any group images, state finals, and sports team images will be watermarked with a VIP logo provided by VIP.
- g. **VIP will be the exclusive provider of any contracted photography services** not described as "optional" herein. The Athletic Department will inform VIP of any variation in relation to this, and under certain circumstances to be determined by VIP, VIP may provide written confirmation approving an exception.
- h. **VIP will be the exclusive provider of any product using VIP image/s** which VIP is able to produce (such as prints, plaques, banners, posters, etc.). When VIP cannot produce the product or under certain circumstances to be determined by VIP, VIP may provide the required limited image release form and may charge an image fee.
- i. VIP will schedule **3-8 portrait dates annually to cover sports team and individual portraits**. If additional trips are requested, VIP may request written approval from the Athletic Department and may charge \$200.00 per trip (one photographer) or \$400.00 per trip (two photographers).
- j. **VIP staff** is trained to listen for and follow instructions from the school/association in an emergency, to check in with staff upon arrival, to properly use agreed upon entrances and exits, to be in uniform, and to wear a VIP ID
- k. **Additional administrative products** may be requested at a preferred-customer price (ie. extra sticker prints/principal's directories can be provided for \$25 per set/booklet, or \$15 per set/booklet when 5 or more are ordered)
- l. **High School State Finals images** are available to all partners of VIP upon request and are limited to what will be used for school display or in the yearbook publication and qualifying public relations outlets.
- m. **Any prices specified** are for the first year of the Agreement. VIP shall have the right to make minor adjustments to pricing by no more than +or- \$1 within any given year, or in subsequent agreement years by an amount not to exceed the increase in the "Consumer Price Index - Urban Wage Earners and Clerical Workers - Midwest Region - All Items" since the commencement date of the agreement or the last applicable increase. Portrait Package Price increases shall not exceed the following: Existing Price, Maximum Increase; Less than \$15, \$1.00; Greater than \$15 and less than \$30, \$2.00; \$30 and over, \$3.00 (VIP will alert the school of these changes, and, once adjusted, prices shall then be fixed for the remaining duration of the agreement).
- n. To the athletic department, **commission** equal to 10% of the net sales of sports team and individual photography package and print products, only to the extent that the gross sales from the sports team and individual photography events exceed \$1000.00. For the purposes of this agreement, the term "net sales" shall mean net receipts (as defined in the following sentence) from an event, less 30% for average refunds and processing costs. Net receipts shall refer to gross sales from any individual photography event less any sales taxes included in the price of items sold. Amounts are calculated 35/21 days after images are made available for purchase, and checks are delivered to the school within 90 days.
- o. VIP agrees that the Athletic Department shall have the right, at its sole expense, to have a third party auditor **audit** the records of VIP to determine that any amounts paid to the School/Athletic Department have been correctly calculated. Any such auditor shall be an independent third party reasonably acceptable to VIP. Such audit shall be conducted at the offices of VIP at a mutually acceptable date. VIP agrees to use its best efforts to accommodate the auditor's convenience.
- p. The Athletic Department agrees to provide seasonal **athlete rosters** and an annual/seasonal **list of coaches** with emails for alerts to be sent when team images are posted, and will only be used for this sole purpose.

- q. To ensure **student confidentiality**, VIP shall comply with all applicable State and federal laws and regulations, including without limitation those regarding copyright, student records, and student confidentiality, including FERPA, the Illinois Student Records Act, and the Illinois Personnel Records Act. All personally identifiable information and data relating to Athletic Department's students, parent-customers, and/or employees in conjunction with the VIP service and VIP materials shall at all times be treated as confidential by VIP and will not be copied, used or disclosed by VIP for any purpose except as authorized by this Agreement. VIP recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations, including without limitation FERPA, the Illinois Student Records Act and VIP agree to comply with said restrictions. VIP shall indemnify and hold the Athletic Department harmless for any claims made against the Athletic Department for violation of this provision caused by VIP's negligence or willful misconduct.
- r. VIP ensures the **security of data and images** through password protection verification methods for both VIP employees and customers and by logging all image access. Under no circumstances will VIP display or share personal verification information used. Upon request, all online galleries, such as candid photos and club and group images posted for online view and purchase can also be password protected.
- s. **Emails** will at all times be treated as confidential by VIP and will not be shared with third parties, copied, used or disclosed for any purpose except as authorized. VIP treats emails as private data and emails are not shared with third parties. VIP only uses collected emails for identifying customers, responding to requests or inquiries to improve our service, and to communicate information relevant to the specific service provided and critical to the service's success. Customers are able to opt out of receiving any or all of communication from VIP by following the unsubscribe link/instructions provided in any email sent. Any school or association can make specific requests regarding email use.
- t. When subject identity can be determined VIP may obtain a **model release** from said subject to use in marketing materials such as but not limited to catalogs, fliers, and website design. Personal data such as name, school, email, etc. will never be used in the production of marketing materials except in regards to referrals and/or testimonials which are used only with the expressed written consent of subject.
- u. All VIP **credit card transactions** are processed through our secure merchant service provider, a reliable, established payment gateway, and no credit card numbers are saved
- v. VIP, at its sole cost, shall conduct **background checks** of all its employees, agents, or others who will interact in proximity to the School's/Athletic Department's students, and, in accordance with Section 10-21.9 of the Illinois School Code, shall provide results of each background investigation to the School/Athletic Department, and shall comply with all requirements of Section 10-21.9 as may be amended from time to time. VIP shall not allow anyone to work under this Agreement whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered and which call into question such individual's fitness to work with children. In the event the Contractor fails to comply with the provisions of this Section and 105 ILCS 5/10-21.9, and as a result a suit or claim is instituted by a student for harm caused by an Employee or agent of the Contractor, then the Contractor agrees to fully defend and indemnify, including the reimbursement of attorney's fees and costs, the School/Athletic Department against any such claims.
- w. VIP understands and agrees that failure to **fulfill obligations** herein/contained in the corresponding proposal shall relieve the School/Athletic Department of obligation to the services described
- x. The School/Athletic Department understands and agrees that failure to **fulfill obligations** herein/contained in the corresponding proposal shall relieve VIP of the obligation to the services described
- y. **This document** supersedes all previous VIP agreements and obligations



**VISUAL IMAGE PHOTOGRAPHY - LEMONT HIGH SCHOOL  
SPORTS PHOTOGRAPHY SERVICES COMMITMENT**

May 2th, 2024  
Lemont High School  
800 Porter Street  
Lemont, Illinois 60439  
Phone: (630) 257.5838

Brian Hurley  
Sales Representative  
direct line: (262) 573.4838  
email: bhurley@vipis.com

This document and any corresponding agreement pages set forth an agreement between Lemont High School (“the School”) and Visual Image Photography, Inc. (“VIP”) regarding photography and related services to be provided by VIP to the School beginning July 1st, 2024 and ending June 30th, 2025, for an initial period of 1 year.

----- School Representative Sig.	----- Print	----- Position	----- Date
<i>Brian Hurley</i> ----- VIP Representative Sig.	Brian Hurley ----- Print	Sales Representative ----- Position	05/02/24 ----- Date