



Kathy Stinson, Owner/Photographer
2012 Ezra Ave, Zion, Illinois 60099
847-505-5274
www.emeraldnightphotography.com
emeraldnightphoto@gmail.com

PHOTOGRAPHY AGREEMENT

This Photography Agreement (“Agreement”) is made and entered into this 23rd day of July 2024 (“Effective Date”) by and between Zion Benton Township High School District 126 (“ZBTHS”), and whose principal address is 3901 W. 21st St, Zion, IL 60099 and Kathy Stinson of Emerald Night Photography (individually and/or on behalf of a business entity, “Photographer”), an independent contractor whose principal address and phone number, are 2012 Ezra Ave, Zion, IL 60099, 847-505-5274.

In consideration of the covenants and conditions contained in this Agreement and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Purpose.** This Agreement constitutes the standard terms and conditions under which Photographer shall perform photography assignments (“Assignments”) for ZBTHS. The specific requirements of needed photography are action shots of all level sports, with focus on varsity level for the yearbook.

2. Performance of Assignment Services.

A. Photographer agrees to perform the photography services and provide all materials, tools, and supplies applicable to the provision of such services (collectively, the “Services”) for each Assignment. Photographer is responsible for all expenses and providing all equipment and all other resources necessary to complete each Assignment. Photographer shall arrange for and provide her own transportation as required.

B. Photographer shall perform the Services of each Assignment in a professional manner and shall deliver all photographs taken on assignment to ZBTHS as digital files as required by the respective agreement.



3. **Terms of Payment.** ZBTHS agrees to pay Kathy Stinson of Emerald Night Photography an agreed upon sum of \$1450 for her work for the school year 2025-26, to be paid upon receipt of the contract. Check is to be made payable to Kathy Stinson. ZBTHS business office has the required payer identification number (known as social security number) on file. It is noted that any request out of the norm of the contract, for photos other than sports related (concerts, dances, events, etc.), will be covered under this cost for the term of the 2025-26 school year, with photos being accessible to the school and yearbook for use.

4. **Term.** This Agreement shall commence as of the Effective Date and shall continue until the end of the 2025-26 school year or until terminated by a party giving thirty (30) days prior written notice to the other party of its intention to terminate the Agreement.

5. **Indemnification and Insurance.** Photographer hereby releases the Zion Benton Township High School District 126, including, but not limited to, all past and present directors, trustees, officers, employees, agents, insurers, attorneys, successors, affiliates, subsidiaries, assigns, licensees, faculty members, and students (collectively, "Affiliates") from any and all claims, including negligence, that may arise out of Photographer's performance of this Agreement, whether foreseen or unforeseen, known or unknown, and Photographer assumes full responsibility for any injuries to self. Photographer hereby agrees to indemnify and hold harmless Zion Benton Township High School District 126 and its Affiliates from any and all liabilities and claims that may arise out of any actions, whether of omission or commission, that may be committed by Photographer in connection with or arising from Photographer's performance of this Agreement, or any breach by Photographer of any term, condition, or representation contained in this Agreement, whether foreseen or unforeseen, known or unknown, including, without limitation, claims based on alleged defamation. Photographer shall maintain comprehensive liability insurance, through a reputable carrier licensed to do business in the State of Illinois, with minimum limits of \$1,000,000 per occurrence with ZBTHS Dist. 126 named as additional insured. Photographer will provide ZBTHS with satisfactory proof of insurance prior to providing any Services. Photographer shall immediately notify ZBTHS in writing of any lapse, cancellation, or modification of the insurance coverage required herein. The terms and conditions of this Section shall survive expiration, termination, and cancellation of this Agreement.

6. **Representations and Warranties.** Photographer represents and warrants that she has the legal right and authority to enter into this Agreement in her individual capacity contracting with ZBTHS for Photographer's services. Photographer represents and warrants that she is and shall be the sole author and creator of the photographs, images, and/or any other deliverables created or produced pursuant to the agreement (collectively, "Images"), that the Images are original and do not infringe on the rights of privacy or publicity or any statutory or common law copyright, trademark or other intellectual property rights, defame any third party, or violate any other third party right.

7. **Laws, Rules and Regulations.** Photographer agrees to abide by all policies, rules, and regulations promulgated by ZBTHS and all laws, ordinances, rules, orders and regulations of federal, state, and local governments that are applicable in any way to the provision of the Services by Photographer and/or the use of ZBTHS property. Photographer understands and agrees that any violation of ZBTHS' rules and regulations by Photographer shall constitute a material breach of this Agreement.



8. **Copyright.** Unless otherwise stated, copyright to all the Images shall be held by Photographer with the following restrictions:

A. Photographer grants ZBTHS the use of photographs to be used in their school yearbook, website, social media, and/or printed for hanging on the school hallways.

B. Photographer shall have the right to use, re-use, alter, distribute, publish, and re-publish all images for personal and non-commercial purposes.

9. **Control.** Photographer retains the sole and exclusive right to control or direct the manner or means by which the Services described herein are to be performed. ZBTHS retains only the right to control the ends by providing art direction and general instructions to ensure conformity with the Terms of the Assignment. Photographer is an independent contractor. This Agreement does not create any agency, employment, joint employer, joint venture, or partnership between Photographer and ZBTHS. Neither party will have the right, power, or authority to act for the other in any manner whatsoever. Photographer is responsible for any and all income or other tax liabilities resulting from any payments hereunder.

10. **Assignment and Amendments.** This Agreement may not be assigned by Photographer without the written consent of the University. Any use of agents or subcontractors by Photographer must be approved in advance, in writing, by the University. This Agreement may not be amended by either party except by a written amendment executed by a duly authorized representative of each party. This Agreement shall be binding upon and inure to the benefit of the parties and their respective family members, heirs, executors, administrators, representatives, dependents, successors, affiliates, and assigns.

11. **Notices.** Any notices pursuant to this Agreement shall be sent by U.S. first class mail to the addresses set forth above, or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective five days after mailing, or on the date of personal delivery, if applicable.

12. **Severability and Waiver.** If any provision of this Agreement is held invalid or unenforceable by any law or regulation of any government or by any court of competent jurisdiction, such invalidity shall not affect the enforceability of other provisions herein, which shall continue in full force and effect and remain binding upon the parties. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or waiver of any other violation or breach of any of the Terms.

13. **Athletic Photographer Identification Card.** ZBTHS to provide Photographer with a ZBTHS identification card for entry of all events and such card shall remain the property of ZBTHS at all times. Photographer warrants that use of the ZBTHS identification card shall be for official photography business on behalf of ZBTHS only and shall return the identification card the sooner of immediate demand by ZBTHS or the termination of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement
on the Effective Date as set forth above.

ZION BENTON TOWNSHIP HIGH SCHOOL DISTRICT 126

Print Name and Title _____

Signature _____

PHOTOGRAPHER

Print Name Kathy Stinson, Emerald Night Photography, Owner

Date Digitally Signed: May 23, 2025

Digital Signature: *Kathy Stinson*