



# Service Agreement

## Beaty Warren Middle School

Lifetouch ID: 79197

Account Representative Email: bdumaine@lifetouch.com

School Year(s): 2024-2025

Agreement Length: 1

### Account Information

Beaty Warren Middle School  
2 East 3rd Avenue  
Warren, PA 16365-2685

Main Phone: 814-723-5200  
Enrollment: 730  
Grades: 5 - 8

### Summary of Programs Provided

- |  |   |   |  |
|--|---|---|--|
| <input checked="" type="checkbox"/> Fall Individuals   | <input type="checkbox"/> Yearbook         | <input type="checkbox"/> Groups         | <input type="checkbox"/> Commencements |
| <input checked="" type="checkbox"/> Spring Individuals | <input type="checkbox"/> Prestige Seniors | <input type="checkbox"/> Dance          | <input type="checkbox"/> Other/Misc    |
| <input type="checkbox"/> Underclass Grads              | <input type="checkbox"/> Sports           | <input type="checkbox"/> Special Events |  |

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individuals - Original							
Spring Individuals - Original							

\*All dates are tentative and subject to change or TBD if blank.

### Account Services

- |   |                                      |
|---|--------------------------------------|
| <input checked="" type="checkbox"/> Yearbook - Media CD/DMD |                                      |
| <input type="checkbox"/> Storefront                         | Storefront Contact:                  |
| <input checked="" type="checkbox"/> Lifetouch Portal        | Lifetouch Portal Contact: Jenn Hobbs |

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

### Other Services

Digital Media Download - Medium Res - Yearbook  
Lab Media Download - Wall Composite  
Photo Labels  
Photo ID Laminated Horizontal/Vertical - No Punch  
Photo ID Laminated Vertical - Punched

### Additional Details

Description	Incentive Details
Fall Individual	10% Commission on Fall Picture Sales / Tier-2 Pricing
Spring Individual	10% Commission on Spring Picture Sales / Tier-2 Pricing

## Contact information

Contact Name	Title	Phone	Email
Paul Mangione	Board President	814-723-5200	mangione@wcsdpa.org
Ruth Huck	Board Secretary	814-723-5200	huckr@wcsdpa.org

## Agreement Terms

The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your exclusive professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. You are solely responsible for obtaining staff and parent or guardian consent to, or opt out of: (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services). Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after you receive notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited to the amount you paid for services. Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act. Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes.

## Signatures

Brian Dumaine

Sales Account Executive - School

Paul Mangione

Board President

Ruth Huck

Board Secretary