



**REQUEST FOR PROPOSALS**  
**Sports Photography for Kingsport City Schools**  
**ADDENDUM TWO Issued March 31, 2025**

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The Unified Sports Team is one team per sport not separated by boys and girls. This has been corrected. (1 Page)

The Agreement for Kingsport City Schools Sports Photography is included also. This agreement will be used to the awarded photographer for this RFP. (7 Pages)

TOTAL NINE (9) PAGES

## KCS ATHLETIC TEAMS (MIDDLE SCHOOLS AND HIGH SCHOOL)

DOBYNS-BENNETT		ROBINSON		SEVIER	
BASEBALL	Freshman, JV, Varsity	BASEBALL	JV, Varsity	BASEBALL	JV, Varsity
SOFTBALL	JV, Varsity	SOFTBALL	JV, Varsity	SOFTBALL	JV, Varsity
BOYS BASKETBALL	Freshman, JV, Varsity	BOYS BASKETBALL	JV, Varsity	BOYS BASKETBALL	JV, Varsity
GIRLS BASKETBALL	Freshman, JV, Varsity	GIRLS BASKETBALL	JV, Varsity	GIRLS BASKETBALL	JV, Varsity
BOYS SOCCER	Varsity	SOCCER	Boys Team, Girls Team	SOCCER	Boys Team, Girls Team
GIRLS SOCCER	Varsity	TRACK & FIELD	Boys Team, Girls Team	TRACK & FIELD	Boys Team, Girls Team
TRACK & FIELD	Boys Team, Girls Team	CROSS COUNTRY	Boys (6,7,8), Girls (6,7,8)	CROSS COUNTRY	Boys (6,7,8), Girls (6,7,8)
CROSS COUNTRY	Boys Team, Girls Team	FOOTBALL	JV, Varsity	FOOTBALL	JV, Varsity
FOOTBALL	Freshman, JV, Varsity	VOLLEBALL	JV, Varsity	VOLLEBALL	JV, Varsity
TENNIS	JV, Varsity	WRESTLING	1 Team	WRESTLING	1 Team
VOLLEBALL	Freshman, JV, Varsity	GOLF	Boys Team, Girls Team	GOLF	Boys Team, Girls Team
WRESTLING	JV, Varsity	SWIMMING	Boys Team, Girls Team	SWIMMING	Boys Team, Girls Team
GOLF	Boys Team, Girls Team	CHEERLEADING	1 Team	CHEERLEADING	1 Team
BOWLING	Boys Team, Girls Team	DANCE TEAM	1 Team	DANCE TEAM	1 Team
SWIMMING	Boys Team, Girls Team				
CHEERLEADING	JV, Varsity				
LACROSSE	Boys Team, Girls Team				
DANCE TEAM	SPIRIT SHAKERS				
UNIFIED SPORTS					

## **AGREEMENT FOR SPORTS PHOTOGRAPHY FOR KINGSPORT CITY SCHOOLS**

THIS AGREEMENT made and entered into as of the DATE OF AGREEMENT, by and between the City of Kingsport, Tennessee, for its Kingsport City Schools, hereinafter collectively called KCS, and PHOTOGRAPHER, hereinafter called PHOTOGRAPHER.

In consideration of the mutual promises contained herein, the parties agree as follows:

Section 1. The purpose of this Agreement is for PHOTOGRAPHER to provide City of Kingsport, Tennessee, for its Kingsport City Schools at its Dobyns-Bennett High School, John Sevier Middle School and Ross N. Robinson Middle School, hereinafter called KCS, and to the Kingsport City Schools Board of Education and central office, certain services described herein at no charge to KCS for the school year that begins on July 1, 2025 and ends June 30, 2026.

Section 2. The term of this Agreement is July 1, 2025 through June 30, 2026. The Agreement may be extended in one-year increments provided the level of service remains acceptable. The Agreement may be terminated by KCS for its convenience for any or no reason by giving written notice, including the effective date of the termination to PHOTOGRAPHER and PHOTOGRAPHER will cease all services to KCS immediately on the effective date of the termination. Such termination by KCS will not be deemed a breach of contract by either party, and no party will have any right to any damages for such termination. Upon such termination KCS will refund to PHOTOGRAPHER a portion of the guaranteed revenue paid by PHOTOGRAPHER hereunder, prorated based on the remainder of months left on the term of the Agreement at the effective date of termination, provided KCS will not owe anything to PHOTOGRAPHER for any payment made pursuant to the percentage of sales, and PHOTOGRAPHER will pay KCS for its percentage of sales up to the date of termination, as set out in section 5 herein.

Section 3. PHOTOGRAPHER will coordinate all services provided pursuant to this Agreement through the Principal, Athletic Director or Assistant Athletic Director of KCS, and the services of PHOTOGRAPHER will be completed to the satisfaction of Principal, Athletic Director or Assistant Athletic Director.

Section 4. PHOTOGRAPHER agrees to provide KCS the following services to KCS at no charge and agrees that failure to produce the following will result in immediate termination of the Agreement:

- a. Attend at least one (1) athletic event for each athletic team for the purpose of taking “action shot” photographs for use in the yearbook.
- b. PHOTOGRAPHER will be present for ALL Senior Day home events to take pictures of the graduating Seniors.

- c. Make photographs of athletic teams, individual athletes and extracurricular events as determined by Principal, Athletic Director, Assistant or their designee.
- d. PHOTOGRAPHER will work with the school Principal, Athletic Director, Assistant Athletic Director or designee to schedule dates/times for athletic team photos and individual photos. A schedule of athletic events for all teams will be provided to ensure yearbook action shots are taken.
- e. Provide, at no charge, a mutually agreeable number of photographs which shall be no less than 25 per school for the respective school's use.
- f. Provide complementary team photographs to Principal, Athletic Director, or Assistant Athletic Director for all coaches that coach a team, including coaches of freshman teams, junior varsity teams, and varsity teams within three weeks after Media Day.
- g. Provide Hi-Resolution photos for poster-size prints as requested by the Principal, Athletic Director or Assistant Athletic Director at no charge of any photograph from an event photographed and will make available pictures of event, by request at no charge.
- h. Provide a CD, thumb drive, or other form of digital media as agreed by the parties, to the Principal, Athletic Director or Assistant Athletic Director at no charge provided such digital media must be formatted by photographer for the software being used by the middle or high school.
- i. Provide photographs, including enlargements, of any team, activity or candid photo taken by the photographer at a middle or high school event, at the request of Principal, Athletic Director or Assistant Athletic Director at no charge, provided the photographs are to be used by the school for school use only, which may include use in the yearbook.
- j. Provide two 5 x 7 photographs of each team and candid photographs for the yearbook at no charge.
- k. PHOTOGRAPHER will be contacted to provide custom photographs (resolution, graphics, etc.) upon request; all custom photo requests will be submitted to the photographer by the Principal, Athletic Director or Assistant Athletic Director.
- l. Photograph at least one contest of each varsity athletic team and provide the yearbook with enough photographs for each sport. Activities that will be covered may include nights, weekends, and weekdays. The Principal, Athletic Director, or Assistant Athletic Director may ask photographer to cover non-scheduled or rescheduled school events with 24 hours' notice, provided the request meets the photographer's availability.
- m. Guarantee to each school for its use team photos, individual headshots and action photos of athletic activities, (fifteen (15) pictures uploaded to drop box that only the

Principal, Athletic Director and Assistant Athletic Director are allowed to view) within 24 hours following each event.

- n. Take group shots of teams and individuals wishing to purchase picture packages.
- o. Provide hi-resolution digital images (one watermarked photo and one non-watermarked photo) to KCS Communications contact for use on KCS Website Athletics pages and on social media sites. PHOTOGRAPHER will permit the school and school system to publish photos on school website without watermark, if credit for photo is included on webpage. PHOTOGRAPHER will permit the school and school system to publish watermarked photos on social media sites, if credit for photo is included.
- p. Provide individual headshots (straight on shots, not posed shots) of all varsity teams to Principal, Athletic Director, or Assistant Athletic Director within one week after Media Day as to not interfere with photographer revenue. These headshots will be used for the website, program books and advertising.

Section 5. PHOTOGRAPHER will pay KCS [\$AMOUNT], in two equal payments of [\$AMOUNT], with the first payment being made on or before December 1, 2025 and the second payment made on or before May 1, 2026. Additionally, in the event PHOTOGRAPHER has sales more than [\$AMOUNT] during the term of this Agreement, PHOTOGRAPHER will pay KCS 10% of the amount of sales in excess of the [\$AMOUNT]. PHOTOGRAPHER agrees that the final determination of the amount subject to reimbursement under the terms of this Agreement can, at the option of KCS and at its sole expense, to have a third-party auditor audit the records of PHOTOGRAPHER to determine whether the amounts paid to the KCS are correctly calculated. PHOTOGRAPHER will permit KCS or its representatives to inspect all work, materials, payrolls, and other records regarding the services provided pursuant to this Agreement and the sales made thereto, and to audit the books, records, and accounts of PHOTOGRAPHER regarding the Agreement. Such records will be retained for this purpose for a period of not less than three years. PHOTOGRAPHER agrees to use its best efforts to accommodate the auditor's convenience and will provide all records requested by such auditor. PHOTOGRAPHER will provide a copy of sales records to KCS with second revenue share payment, on date mentioned above, to confirm reimbursement payments, if any, from photo sales have been calculated correctly and paid to KCS.

Section 6. If PHOTOGRAPHER cannot perform or believes it may not be able to perform this Agreement in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic and foreign), epidemic or pandemic (including COVID-19), action of any governmental authority (including Government Order), national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties or due to PHOTOGRAPHER's illness or injury, whether or not foreseeable ("Force Majeure Event"), then the PHOTOGRAPHER will give notice to the KCS as soon as reasonably practicable after PHOTOGRAPHER determines that a Force Majeure Event will or may prevent PHOTOGRAPHER from performing under this Agreement. PHOTOGRAPHER shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but PHOTOGRAPHER may, in PHOTOGRAPHER's discretion, work with KCS to find an alternate date for the Event that is

suitable to both KCS and PHOTOGRAPHER. To the extent the Parties cannot agree on a suitable replacement date, KCS, in its sole discretion may cancel fees owed by PHOTOGRAPHER under the Agreement, or reduce the fees owed based on work already performed by PHOTOGRAPHER per the schedule of events. In the case of Force Majeure Event, PHOTOGRAPHER shall have no additional liability to the City of Kingsport or KCS with respect to this Agreement beyond that described in this Section and below.

- a. In the case of a Force Majeure Event that impacts the PHOTOGRAPHER individually, but does not otherwise impact the Event, including but not limited to, illness or injury to PHOTOGRAPHER, PHOTOGRAPHER shall make reasonable efforts to suggest a replacement PHOTOGRAPHER for the Event. Should KCS not accept a replacement PHOTOGRAPHER selected by PHOTOGRAPHER to perform PHOTOGRAPHER's obligations under the agreement, the PHOTOGRAPHER shall not have any further obligation to perform under the Agreement.
- b. Both parties work to maintain a safe environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a "Governmental Order"). Both Parties agree that PHOTOGRAPHER shall not be required to perform under this Agreement if the Event is held in violation of a Government Order or PHOTOGRAPHER's participation in the Event would violate a Governmental Order. Both Parties agree that PHOTOGRAPHER is not obligated to continue to perform under this Agreement if PHOTOGRAPHER's personal safety or well-being has been or will be compromised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

Section 7. KCS will provide access to all teams and athletes at designated times and provide PHOTOGRAPHER with a Media Day (Fall, Winter, and Spring Media Days) schedule with all the teams to be photographed. Any scheduled photo sessions must be made on the agreed upon date unless both parties agree to reschedule. KCS reserves the right to obtain a substitute photographer should PHOTOGRAPHER fail to schedule sub-contractor for the event.

Section 8. PHOTOGRAPHER shall have no exclusive rights or privileges under any award. Parents, spectators, clubs, classes, teams, boosters, yearbook staff, and others may also take photographs at these events during the contract term. PHOTOGRAPHER is aware of an agreement for certain photography services at KCS between KCS and other contracted photographers, and PHOTOGRAPHER agrees that it will not interfere with or perform an act that will cause KCS to be in breach of such agreement, and upon notice will cease to perform any such act. Notwithstanding anything in this Agreement to the contrary PHOTOGRAPHER will not provide any service that other contracted photographers have the right to perform pursuant to its agreement with KCS for photographic services at KCS. PHOTOGRAPHER may offer photographs for sale to parents of students provided PHOTOGRAPHER will be solely responsible for the collection of any payment for the photographs and the distribution of photographs, which includes delivering all pictures sold to students or their families within 30 days from the date of the sale. PHOTOGRAPHER will not offer photographs for sale at KCS in violation of the agreement KCS

has with other contracted photographers or represent that PHOTOGRAPHER is the exclusive or official photographer of KCS.

Section 9. PHOTOGRAPHER unconditionally guarantees all photographs made as to workmanship and quality of materials used. PHOTOGRAPHER consents, authorizes and licenses KCS to reproduce photographs provided to it pursuant to this Agreement as often as KCS determines is needed for its use and for inclusion in the yearbook.

Section 10. PHOTOGRAPHER acknowledges that its employees and agents will behave in an appropriate manner while on the premises of the school campus or attending school functions and shall at all times conduct themselves in a manner consistent with policies of the Kingsport Board of Education and in accordance with any directives issued by the principal or designee. The parties agree that it is a breach of this Agreement for any agent or employee of PHOTOGRAPHER to behave in a manner which is inconsistent with good conduct or decorum to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well-being of any student or employee of KCS. PHOTOGRAPHER agrees to immediately remove any agent or employee, if directed to do so by the principal or designee.

Section 11. PHOTOGRAPHER and KCS are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employer-employee relationship. PHOTOGRAPHER is not the agent of KCS or KCS and is not authorized to make any representation, contract or commitment on behalf of KCS or KCS. Neither PHOTOGRAPHER nor its employees will, under any circumstances, be considered servants, agents, partners or a joint venture of KCS, and KCS will at no time be legally responsible for any negligence or other wrongdoing by PHOTOGRAPHER, its officers, employees or agents.

Section 12. PHOTOGRAPHER will indemnify, defend, and hold harmless KCS, including without limitation, its officers, agents, employees and volunteers from and against:

- a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature, including attorney fees, which KCS may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with PHOTOGRAPHER's performance, including its officers, employees and agents, under the terms of this Agreement, except any liability arising out of the sole negligence of KCS. Such indemnification includes any damage to the person(s), or property(ies) of KCS or third persons.
- b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to PHOTOGRAPHER, its officers, employees and agents, engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

Section 13. Insurance Required of PHOTOGRAPHER.

- a. PHOTOGRAPHER shall at its own expense secure and maintain in effect throughout the duration of this License and for one year after the expiration thereof Commercial

General Liability insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. All policy limits shall be available for the benefit of City of Kingsport and its KCS on a primary and noncontributory basis notwithstanding the limits required herein. All policies shall be from insurers that have a Certificate of Authority issued by or are otherwise eligible to operate in and by the State of Tennessee. Each insurer shall have a rating of A or better by AM Best or its equivalent as determined by KCS as an approved alternate. A Certificate of Insurance is required prior to operation pursuant to this License and shall name City of Kingsport and its Kingsport City Schools as an additional insured. The Certificate of Insurance shall also clearly state the following: "Should any of the above-described policies be cancelled before the expiration date, the issuing company shall provide a thirty-day written notice to the certificate holder". PHOTOGRAPHER shall provide a complete certified copy of any policy including all endorsements and exclusions upon request.

- b. PHOTOGRAPHER understands and agrees to pay for any deductible or other retention for any claims arising from any policy or program covering this agreement. It is further agreed that any insurance protection required under this license shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the indemnified parties under this agreement. PHOTOGRAPHER waives and shall have its insurers waive, its rights of subrogation.

Section 14. PHOTOGRAPHER shall comply and shall assure that any of its subcontractors performing work under this Contract comply, with T.C.A. §49-5-413, which requires all contractors to conduct a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present. PHOTOGRAPHER certifies that all employees of PHOTOGRAPHER or its subcontractors having contact with students or entering on school grounds when children are present have successfully completed the required background check or otherwise complied with T.C.A. §49-5-413(d) and have no disqualifications under T.C.A. §49-5-413(d). PHOTOGRAPHER is responsible for obtaining background check to meet this requirement. KCS is not responsible for payment for this requirement.

Section 15. This Agreement and the rights and obligations of the parties are governed by the laws of the state of Tennessee, without regard to its conflict of laws principles, and if a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts for Kingsport, Sullivan County, Tennessee. The parties waive their right to a jury trial. Mandatory and exclusive venue and jurisdiction for any disputes shall be in state courts for Kingsport, Sullivan County, Tennessee.

Section 16. This Agreement may be amended only by a written instrument signed by properly authorized representatives of the parties.

Section 17. No member, official, or employee of KCS will be personally liable to PHOTOGRAPHER or any other person or entity, including a third-party beneficiary, in the event

any provision of the Agreement is unenforceable; there is any default or breach by KCS; for any amount which may become due under the Agreement; or on any obligations under the terms of the Agreement.

Section 18. The parties are both business entities having substantial experience with the subject matter of this Agreement, and each has fully participated in the negotiation and drafting of this Agreement. Accordingly, this Agreement shall be construed without regard to the rule that ambiguities in a document are to be construed against the draftsman. No inferences shall be drawn from the fact that the final, duly executed Agreement differs in any respect from any previous draft hereof.

Section 19. The audit provisions in section 5, the license granted in section 9, and the indemnification provisions in section 12 shall survive the completion of or any termination of the Agreement.

Section 20. This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused their duly authorized representative to, set forth their hand the day, month and year written above.

PHOTOGRAPHER

CITY OF KINGSPORT, TENNESSEE  
FOR ITS KINGSPORT CITY SCHOOLS

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Christopher M. Hampton, Ed D

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Angie Marshall, Deputy City Recorder

Approved as to form:

\_\_\_\_\_  
Rodney B. Rowlett, III, City Attorney