



DISTRICT -HIGH SCHOOL VIRTUAL COMMENCEMENT AGREEMENT

Subject to the terms of this Virtual Commencement Agreement (including the Terms and Conditions on the reverse side), Customer (school) named below hereby engages HERFF JONES, LLC, and Herff Jones agrees, to provide a virtual commencement experience for the 2020 school year.

School Name ("**Customer**"): Berkeley Unified School District

Address: 2020 Bonar Street

City/State/Zip: Berkeley California, 94702

Expected Graduation Class Number: 2250

Commencement Coordinator Contact

Name : Wyn Skeels

Title: CTE Program Supervisor

Address: 2020 Bonar Street

City/State/Zip: Berkeley California, 94702

Phone Number: 510-685-3295

Fax Number: _____

Email: wynskeels@berkeley.net

Bill to:

Name as it should appear on the invoice: Pauline Follansbee

Attention to: Vivian Ferguson Email (Invoices will be email to this person) vivianferguson@berkeley.net

Address: 2020 Bonar Street

City/State/Zip: 2020 Bonar Street

Phone Number: 510-644-8593

Tax Exemption Number: _____ On File? yes/no (HJ to confirm)

Customer PO _____ (to be added only If needed on Invoice)

Customer number (to be filled In by Herff

Jones) _____

Commencement Information

Time: See attached excell sheet for each of the 15 BUSD schools

Date: _____

Place: _____

Pricing Information

Cost: \$27,000

Pricing is determined based on the number of ceremonies and the number of graduates.

TERMS AND CONDITIONS OF THIS VIRTUAL COMMENCEMENT AGREEMENT

This Virtual Commencement Agreement will be governed by Indiana law. The Parties agree **Herff Jones** shall provide virtual commencement services for **Customer** based on the Commencement Information.

Herff Jones shall not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Invoices are due upon receipt of the invoice, within 30 days . A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to Herff Jones for inclusion in **Customer** Commencement. **Customer** will not provide any materials to **Herff Jones** which are or may be in violation of any right of any third party, including copyright. **Herff Jones** does not knowingly utilize any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. **Herff Jones** reserves the right to refuse to display any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which **Customer** is located (as identified herein), **Customer** agrees to indemnify, defend, and hold harmless **Herff Jones** and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to **Herff Jones** by **Customer** or its representative.

Customer agrees to provide sufficient information by deadlines in order for **Herff Jones** to provide Virtual Commencement. **Customer** hereby authorizes **Herff Jones** to share any information provided by **Customer** with **Herff Jones** service partners in order to deliver the Virtual Commencement or other related product or services.

The Virtual Ceremony will provide the following per student, if submitted by the appropriate deadline:

1. An audio recording of the student's name being read
2. A personalized slide specific to that that student
3. A personalized video message attached
4. The opportunity to download the exclusive clips for one year after the ceremony date

The Virtual Ceremony will provide the following to each school, if submitted by the appropriate deadline:

1. Social media statistics of clip usage
2. Up to 4 speeches prior to ceremony and 1 post ceremony, totaling no more than 60 minutes.

3. A procession, if requested

The dates for these services are as follows before the ceremony:

1. 34 days - if a procession will be occurring
2. 28 days - the last day to add students to the ceremony
3. 21 days - the last day for students to submit videos, slides, and name recordings
4. 14 days before - the last day to submit commencement speeches

Customer acknowledges and agrees that **Herff Jones** may use reproduction, samples or copies of **Customer's** Commencement for educational, recognition, marketing or other promotional purposes without compensation to **Customer**.

In the event that the **Customer** decides not to hold a virtual commencement a refund may be issued if cancellation is 45 days before the ceremony. If notice is given between 45 days and 28 days before the ceremony, then the cost of the ceremony may be applied as a credit with **Herff Jones** towards future MarchingOrder and StageClip services. Notice given after the 28 day mark will not be allowed to have a credit or refund.

This Virtual Commencement Agreement and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

Initial below

Customer Representative _____ Date: _____

Herff Jones: _____ Date: _____