CONTRACT NAME: AGREEMENT BETWEEN LIFETOUCH NATIONAL SCHOOL STUDIOS AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This is the 2016 yearbook agreement for Willett Elementary School. The agreement is for 100+ copies of the yearbook at \$13.20 per copy to be delivered by May 27, 2016.

| 2016 LIFE | TOUCH YEARBOOK PL | JBLICATION AGREEMEN | Job Nu 11238 | I I WC YY |
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| School Name ROBERT WILLETT ELEMENTARY PTA | | | Enter the Agreement Years: | |
| Street Address | | | LID# | 2016 2017 |
| 1207 SYCAMORE LANE City, State, Zip | | | 9742 Yearbook Adviser Name | |
| DAVIS CA 95618 | | | JULIE CUETARA | |
| School Phone #/School Fax # 530-757-5470 | | | Yearbook Adviser Email | net er en |
| School Start Date: School Out Date: | | | *Alternate Street Address | |
| 1. Ship Welcome Packet To: Adviser/So | | chool Address | SAME AS SCHOOL *Alternate City, State, Zip | |
| 2. Ship Yearbooks To: Adviser/So 3. Correspond With: Adviser/So | | chool Address | *Alternate Phone/Fax | |
| 4. Send Invoice To: | Alternate | e Address* | Alternate Phone/Fax | |
| YEARBOOK PROGRAM | COVER/BINDING COVER TYPE | DEADLINE DATES COVER & ENDSHEET | | NUMBER OF COPIES |
| ☑WebEase | Soft cover Saddlestitc | | | inal order qty must be indicated on final page deadline |
| All-Color | Soft Cover Perfect Bound | 12/1/2015 | | 400. |
| Check this box if the | Hard Cover | 1ST PAGE DEADLINE | 80 YEARBOOK ARR | 100+ |
| invoice should reflect all- inclusive pricing | ☑ Split Cover Saddlestitch | NOE | This must be a Friday, howe | |
| Note: Sales Representative must enroll | Split Cover Smythe Sewn | FINAL PAGE DEADLINE | before the select | |
| the school using the online enrollment process before the customer can log in | COVER CATEGORY | 4/11/2016 | 5/27/20 | 16 |
| to WebEase. SALE TYPE | ☑ Signature | BOOK ENHANCEMENT | SALES REPRESENTA | TIVE USE ONLY |
| (Yearbooks are | ☐MYPC ☐Parent Option | ZOOM | Signing Info (Choose one) | Packaging P |
| ☐In-the-Pack included in the portrait | MYPC (All Copies) | Elementary Version - Parent Option | 5 FB MC ODC | Cut-out Pa |
| ☑ Separate Sale | | 0000 0200 faile every cour title man cates upon table atm. | LV1 LV2 YEARBOOK P | |
| | Montage | | Base Price: | the second control of |
| PORTRAIT INFORMATION Was the school photographed | Original Design | PERSONALIZATION | Cover: | <u>\$11.60</u> |
| by Lifetouch? | Select one of the following: | Foil Names - 1 Line | | SOFT COVER |
| □No | 1 Ink Color 3 Ink Colors | LiFoil Names - 1 Line (All-Copies | Endsheet: Per Order: NC P | er Copy: |
| ✓Yes: | 2 Ink Colors Full-Color | ☐ Foil Names - 2 Lines ☐ Foil Names - 2 Lines (All-Copies) | Color Pages: | er copy. |
| The LNSS Photo Job # is: | ENDSHEET CATEGORY | Icons | Per Order: P | er Copy: |
| 1710 2110 0 1710 0 0 0 7710. | (Hard Cover Only) | AUTOGRAPH INSERTS | | |
| COLOR PAGE | White | 1 | Autograph Inserts | |
| OPTIONS FOR B/W | ☐1 Ink Color ☐Full- | ☐4-Page (Taped same qty ☐4-Page (Taped diff. qty) | YBPay: | |
| 16-Page Signature Enter # of Signatures | ······································ | ☐8-Page (Bound in ALL Copies) | Other | sudassa valvassa val |
| | Color 2 Ink Colors | 8-Page (Taped) | | |
| 8-Page Flat Enter # of Flats | ☑SFB (Same Front/Back) | ☐ Signing Pens ☐ Yearbook Stickys | Subtotal: | |
| | □DFB (Different Front/Back) | Cover Keepers | Estimated Freight: | in stages and a second control of the second control of the second control of the second control of the second |
| ☐ Center Spread | FOIL IMPRINTING | YBPAY ☑ Direct | Territory Sales Tax: | 8,25% |
| ☐ Bookends* | School Name & Year | Basic | Lifetouch is required by state law to app | oly the appropriate tax. If tax |
| □ 8-Page □ 4-Page | | Deluxe | exempt, please supply official documen | itation. |
| | School Name Vr & 3rd Line | Estimated Enrollment | ITotal: | |
| *Saddlestiched Books Only | ☐School Name, Yr & 3rd Line | Deluxe Estimated Enrollment: | Total: Price Per Copy: | \$13.20 |
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| *Saddlestiched Books Only | SPEC VITH ALL DEADLINES MET | IAL OFFERS/COMMENTS | Price Per Copy: | |
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Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by and back of this form and cannot be changed except in writing, Lifetouch, corrective work on School material and non-standard composition or layout. All signed by the School and Lifetouch National School Studios, Inc. artwork and custom design work provided by Lifetouch, including any embossing or ("Lifetouch").

printing. The School agrees to prepare and submit all materials, to pay the then current weekly fee. including photographs, graphics and clip art in accordance with the PAYMENT PLAN: The School is the purchaser of the books. The School agrees to preinstructions and deadline schedules.

to the Application, including without limitation, passwords, job offer to sell extra yearbooks to the School. numbers and user names.

EMAIL COMMUNICATIONS: Many yearbook communications to process the payment as a check transaction, or to use information from the check to agreed communication address and communication method. The

address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed THE SCHOOL is responsible for the content of the book and materials submitted to does not guarantee their return.

approved via the Web site within 48 hours after receipt. Delay in breach of the School's obligations for Applications. returning proofs will delay delivery of the yearbooks.

materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, Specification Form that will be sent to the School periodically such delays will not constitute a breach of contract. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the THE SCHOOL grants to Lifetouch and its related companies permission to reproduce,

pass to the School FOB plant.

debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will LIFETOUCH will provide materials in the form of yearbook kits, be discussed with a School Representative and appear on the final invoice. If the School layouts, envelopes, instructions and a production schedule for the misses deadline dates and desires to maintain originally-scheduled ship date, the request programs selected to enable the School to prepare its yearbook for will be considered based on available capacity. If capacity is available, the School agrees

sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or INTERNET-BASED APPLICATION: Some of the Lifetouch products about October 1 or 30 days after this Agreement has been signed. The deposit must be and services are provided through an Internet-based application remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box ("Application"). By selecting an Application, the School authorizes 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School Lifetouch to transmit information, including images, to and from the approximately three days after book shipment. Full payment is due (to above address) School and Lifetouch, its affiliated companies, their employees, within 10 days after books are received at the School. The School agrees to pay a 1% agents and representatives. The School agrees to comply with the monthly service fee for late payment. Shipments are FOB Loves Park, Illinois or Kansas security features of the Application and to protect and control access City, Missouri. If during the manufacturing process overruns are printed, Lifetouch may

between Lifetouch and the School will be by email. The Yearbook make a one-time electronic fund transfer from the School's checking account. Funds may Adviser email address designated on the front of this Agreement, or be withdrawn from the account on the day Lifetouch receives payment, and the financial such other email address as provided by the School, will be an institution will not return the check. A service fee may be charged on returned checks.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch

School agrees to regularly monitor and keep secure the email LIFETOUCH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

necessary by Lifetouch and is not liable for their loss or damage. Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as Lifetouch will make a reasonable effort to return original materials but considered necessary by Lifetouch. The School releases Lifetouch and will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable PROOFS: So that production will not be delayed, the School agrees attorney fees arising out of or in connection with the printing of any materials submitted to check proofs and return them in the envelope provided or by the School, its faculty, administrators, students, employees, representatives, agents or

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> MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

Send/Fax Publication Agreement:

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Remit Payment To:

Lifetouch National School Studios Inc. Accounts Receivable PO Box 46993 Eden Prairie, MN 55344-9728

Customer Care - Kansas City 10800 N. Ambassador Drive

Kansas City, MO 64153 Phone: 1.800.736.4761 Fax: 1.816.880.5580

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