

**CONTRACT NAME: AGREEMENT BETWEEN WALSWORTH PUBLISHING  
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This publishing agreement is to provide yearbooks for the 2019-2020 school year.

**FISCAL IMPACT:** The cost is covered by the 2019-2020 site budget.

# Purchase Agreement

school name	Davis Senior High School
address	315 W 14th St
address	
line 2	
city,	Davis, CA 95616-1914
state, zip	
county	Yolo
school	(530) 757-5400
phone	
school fax	
primary	Ms. Kelly Wilkerson
contact	
title	Yearbook Adviser
phone	
email	kwilkerson@djusd.net

customer #	002914
sales rep	Natasha Volpe
job #	TBD
bill to	Kelly Wilkerson 315 W 14th St Davis, CA 95616-1914
ship to	Kelly Wilkerson 315 W 14th St Davis, CA 95616-1914
admin	Mr. Thomas McHale
contact	
title	Principal
phone	
email	

Delivery year(s)	Spring
	Renewal
	<input checked="" type="checkbox"/> Term Agreement*
	2020 to 2021

requested ship date:	
5/17	(week ending)
Dependent upon customer meeting copy and proof return deadlines.	
Delivery planned by following Thursday at 3 p.m.	

\*Note terms and conditions in comments below.

specifications	Deadlines must be submitted on a deadline agreement form.	
program/size	Color Fusion 8	
copies	1,115	pages <del>206</del> 304 binding Smyth Sewn
board weight	120 Pt.	paper 80# Legend Matte
submission	PDF: InDesign	
proofs	Laser Proofs	
uv coating # of pages		other paper choice
year in review/cebuzz	1,115	placement After Last Page
autograph supplement		placement
cover		
endsheet	Standard white w/option to upgrade	
additional	* airfare for 4 to site weekend 2019 + 2020.	

price 74,229

F.O.B. printer

This Purchase Agreement includes and is subject to the school yearbook plan selected by the Customer as well as the terms and conditions on this and the following pages<sup>(s)</sup>.

Customer authorized signature [Signature] date 2/8/19 Walsworth authorized signature [Signature] Date \_\_\_\_\_

Customer authorized signature \_\_\_\_\_ date \_\_\_\_\_

This Agreement is entered into between Walsworth Publishing Company, Inc. ("Company") and the customer listed on the reverse side ("Customer"). **Once accepted by the Company, this Agreement becomes a binding contract between the Company and the Customer.** Any changes to the Agreement must be approved by both parties and must be in writing.

**BASE OFFER** - All yearbooks to be bound with covers as designated on the reverse side. The Customer to prepare and furnish photographs, illustrations and typed copy according to instructional information contained in the Publishing Kit and our online resources.

**SPECIAL NOTE** - Should the number of yearbooks subject to this Agreement increase or decrease by more than 100 copies, the base cost figure is subject to change. Please consult your representative or the Company for the corrected base cost figure. Additional copies and/or options listed on the reverse side may be ordered in the exact quantities required, but additional pages are available only in four-page or eight-page increments, depending upon the program.

**DEADLINES AND DELIVERY** - A deadline schedule based on the Customer's requirements will be sent directly to the Customer at the beginning of each school year. Failure to adhere to these guidelines could result in an altered delivery schedule and/or extra charges.

**COPY** - Copy shall be sent by the Customer in finished form ready for processing. Copy, artwork and photos will not be edited, redone or retouched, unless specifically requested. The Company reserves the right to return to the Customer copy improperly prepared or unlikely to reproduce satisfactorily.

**PAYMENT** - An initial deposit of **35%** of the Agreement amount is due on or before **October 1** for spring delivery, or at the time the Agreement is signed as customary down payment. For summer/fall delivery, **35%** of the Agreement amount is due with your first copy submission or by **February 1**. An additional deposit of **45%** of the Agreement cost is due **February 1** for spring delivery and **May 1** for summer/fall delivery. All deposits, equal to at least **80%** of the Agreement price, must be paid before the book ships. The final amount is due upon receipt of the final invoice. The Customer is responsible for all applicable sales or use taxes. Online Sales for book and ads will be credited to the school's deposit account minus applicable service fees and taxes. If the Customer has instructed in writing the Company to collect sales tax for online sales, the Company will periodically remit such funds to the Customer so that the Customer can remit those funds to the applicable taxing authorities.

**ARTWORK** - Professional artwork is available upon request at a reasonable rate. The Company may insert an ad logo without cost to the Customer or the Company. The Company will make a sincere effort to return all the original copy including photographs and artwork; however, we assume no responsibility for their loss or damage.

**ADDITIONAL SERVICES CHARGES** - Upon Customer request, correction work to photos and/or layouts can be done by the Company and will be charged for on a scheduled basis.

**PREPARATORY MATERIALS** - Plates are the property of the Customer and will be stored by the Company for a period of 30 days. Unless notified differently by the Customer, all plates will be destroyed after this 30-day period. The Customer understands and agrees that all dies, including those for which a charge has been made, remain the property of the Company.

**AUTHORITY** - Customer represents and warrants to the Company that (a) the Customer has the right and authority to enter into this Agreement and (b) the person signing this Agreement on behalf of the Customer has the right and authority to sign this Agreement and to bind the Customer thereby.

**CUSTOMER INDEMNIFICATION** - Since the Company exercises no editorial control over the content of the yearbook, including copy, photos and graphics, Customer agrees to protect the Company from economic loss and any other harmful consequences that could arise in connection with the creation, production and publishing of the yearbook or related materials. This means that Customer agrees to hold the Company harmless and save, indemnify and defend the Company against all claims, demands, actions and proceedings on any and all grounds including without limitation all claims for liability, damages, costs and attorneys' fees. This will apply regardless of responsibility for negligence.

**CUSTOMER REPRESENTATIONS AND WARRANTIES** - Customer represents and warrants that the subject matter of the yearbook, including advertisements and student appreciation pages, is not copyrighted by a third party and that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer also represents and warrants that the yearbook and related materials do not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Company reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous or improper.

**ABILITY TO REPRODUCE OR DIGITIZE** - The Company is hereby granted the perpetual right and license to use, reprint, reproduce or duplicate the Customer's cover design and materials in any manner or format (in whole or in part) including any commercial activity for any business purpose (such as Company sales, marketing, web sites, promotional literature, digitizing, samples and for use in other products), in each case without additional compensation to, or obtaining any consent from, Customer or any parents, students or third parties. Further, the Company is hereby granted the perpetual right and license to reproduce or digitize all or part of the Customer's yearbook in any manner or format (in whole or in part) at any time in the future, and offer it for sale, all without compensation to, or obtaining any consent from, the Customer or any parents, students or third parties. The Customer will take such steps as are necessary to assure such rights to the Company, including obtaining any necessary licenses.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES** - **EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS.** You are advised to verify your work. In no event will the Company be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use the software or documentation, even if advised of the possibility of such damages. The liability of the Company, if any, for damages relating to any defective product shall be limited to the Agreement price paid for such product.