

**CONTRACT NAME: AGREEMENT BETWEEN LIFETOUCH PHOTOGRAPHY  
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is a service contract between Lifetouch and DJUSD to provide printing and publication of Harper Junior High School's 2019-20 yearbook.

**FISCAL IMPACT:** The cost will be based on the number of purchased copies throughout the 2019-2020 school year. No additional funds are requested.



YEARBOOK SALES AGREEMENT		Contract Years:	2020	New/Renev	New	Job #:	9894020
Account Name: FRANCES HARPER JUNIOR HIGH SCHOOL		LID #:		294884		State: CA Zip Code: 95618	
Address: 4000 E COVELL BLVD. City: DAVIS		School Year Open Date:		8/28/2019		School Year Close Date: 6/11/2020	
Phone #: 916-645-6380 Enrollment: 770		Welcome Packet:		Yes		Ship Yearbooks To: Account	
Send Invoice To: Account		School Purchase Order Number:				Adviser Name: DUSTIN GREENLER	
Adviser Email: DGREENLER@DJUSD.NET		Adviser Phone:				Alt Address Name:	
Street Address:		City, State, Zip:				YEARBOOK DATES:	
YEARBOOK SPECIFICATION INFORMATION		Cover Deadline:		01-27-2020		Final Quantity Deadline: 04-20-2020	
Size: 7		Expected Arrival Date:		06-05-2020		Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.	
Number of Pages: 104		Set up Parent Notify: No		Date:		Activate YBPay: NO	
Number of Copies: 460		Sales Flyer Need by Date:		08-15-2019		1st Back to School Sale: AUGUST	
Base Price \$ 17.50		2nd Yearbook Sale:		01-06-2020		FRN's Need by Date:	
COVER & BINDING TYPE		Price		PORTRAIT INFORMATION		Photographed by Lifetouch: Yes	
Cover & Binding Type: Hard Cover - Smythe Sewing		\$ 4.50		Associated Picture Days APC		CR01 9 906 Q0	
COVER AND ENDSHEET UPGRADES		Price		SALES REPRESENTATIVE USE ONLY		5FB X ODC	
Design: ORIGFULL		NA		Signing Info:		LV1 LV2	
Foil Imprinting:		\$ -		SIMPLE4		QTYB	
Foil Spine Imprinting:		\$ -		YBPay: Direct		Cut-Out Pages:	
Personalization:		\$ -		SPECIAL OFFERS/COMMENTS			
Foil Icon:		\$ -		EARLY SIGNING INCENTIVE: FREE FULL-COLOR ORIGINAL COVER			
Endsheets (HC Only):		\$ -					
BOOK ENHANCEMENTS		Price					
Paper: Gloss Paper 80# (Default)		\$ -					
Supplements:		\$ -					
Foldout/Gatefolds (Premium):		\$ -					
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.							
CONSUMER ENHANCEMENTS		Price					
Zoom Version:		\$ -					
Zoom: N		\$ -					
Auto Inserts: N		\$ -					
Signing Pen: N		\$ -					
Yearbook Stickys: N		\$ -					
Cover Keeper™: N		\$ -					
Package Program (B):		\$ -					
SPECIAL QUOTE / PREMIUM APPLICATIONS		Price					
		\$ -					
Estimated Freight							
Freight Model Actual Cost		\$ 0.80					
*Estimated Total:		\$ -					
Per Copy							
Deposit Rate							
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization. 7.25%							
Lifetouch Representative Rep Code:		The School, by its authorized representative, designates Lifetouch National School Studios Inc. (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.					
DENA SHANNON CRLK		Authorized School Representative (Print)		Title			
Lifetouch Representative Phone # / Email Address		916-871-6958 dshannon@lifetouch.com		Authorized School Representative (Signature)		Date	
Lifetouch Representative (Signature)		Dena Shannon					

OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium

## Terms of the Publication Agreement

**THIS PUBLICATION AGREEMENT** includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Lifetouch National School Studios, Inc. ("Lifetouch").

**LIFETOUGH** will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

**INTERNET-BASED APPLICATION:** Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

**EMAIL COMMUNICATIONS:** Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email 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 necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

**PROOFS:** So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

**END USER BOOK SALES:** As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

**PAYMENT PLAN:** The School is the purchaser of the books. The School agrees to pre-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 about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Lifetouch National School Studios Inc., Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

**PAYING BY CHECK:** When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

**THE SCHOOL** grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

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

**DELIVERY:** For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

**ADDITIONAL CHARGE ITEMS:** The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or 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 be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

**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.

**THE SCHOOL** is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, 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 attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

**CANCELLATION:** This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

**NEITHER PARTY** is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

**Remit Payment To:**

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

**Customer Care**

Email: [ybcustomer@lifetouch.com](mailto:ybcustomer@lifetouch.com)  
Phone: 1.800.736.4761