

**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 Korematsu Elementary School. The agreement is for 100+ copies of the yearbook at \$13.20 per copy to be delivered by May 27, 2016.

2016 LIFETOUGH YEARBOOK PUBLICATION AGREEMENT

Job Number
10090916

New
 Renew

School Name FRED KOREMATSU ELEMENTARY PTO	Enter the Agreement Years: <input type="checkbox"/> 2015 <input checked="" type="checkbox"/> 2016 <input type="checkbox"/> 2017
Street Address 3100 LOYOLA DRIVE	LID # 325928
City, State, Zip DAVIS CA 95618	Yearbook Adviser Name JULIE CUETARA
School Phone #/School Fax # 530-757-5358	Yearbook Adviser Email
School Start Date:	*Alternate Street Address
School Out Date:	SAME AS SCHOOL
1. Ship Welcome Packet To: Adviser/School Address	*Alternate City, State, Zip
2. Ship Yearbooks To: Adviser/School Address	
3. Correspond With: Adviser/School Address	*Alternate Phone/Fax
4. Send Invoice To: Alternate Address*	

YEARBOOK PROGRAM	COVER/BINDING	DEADLINE DATES	NUMBER OF PAGES	NUMBER OF COPIES
<input checked="" type="checkbox"/> WebEase All-Color <input type="checkbox"/> <small>Check this box if the invoice should reflect all-inclusive pricing</small> Note: Sales Representative must enroll the school using the online enrollment process before the customer can log in to WebEase.	COVER TYPE <input type="checkbox"/> Soft cover Saddlestitch <input type="checkbox"/> Soft Cover Perfect Bound <input type="checkbox"/> Hard Cover <input checked="" type="checkbox"/> Split Cover Saddlestitch <input type="checkbox"/> Split Cover Smythe Sewn COVER CATEGORY <input checked="" type="checkbox"/> Signature <input type="checkbox"/> MYPC <input type="checkbox"/> Parent Option <input type="checkbox"/> MYPC (All Copies) <input type="checkbox"/> Montage <input type="checkbox"/> Original Design Select one of the following: <input type="checkbox"/> 1 Ink Color <input type="checkbox"/> 3 Ink Colors <input type="checkbox"/> 2 Ink Colors <input type="checkbox"/> Full-Color ENDSHEET CATEGORY (Hard Cover Only) White <input type="checkbox"/> 1 Ink Color <input type="checkbox"/> Full- <input type="checkbox"/> Color 2 Ink Colors FOIL IMPRINTING <input checked="" type="checkbox"/> School Name & Year <input type="checkbox"/> School Name, Yr & 3rd Line	COVER & ENDSHEET 12/1/2015 1ST PAGE DEADLINE NOE FINAL PAGE DEADLINE 4/11/2016 BOOK ENHANCEMENT ZOOM Elementary Version - Parent Option ----- PERSONALIZATION <input checked="" type="checkbox"/> Foil Names - 1 Line <input type="checkbox"/> Foil Names - 1 Line (All-Copies) <input type="checkbox"/> Foil Names - 2 Lines <input type="checkbox"/> Foil Names - 2 Lines (All-Copies) <input type="checkbox"/> Icons AUTOGRAPH INSERTS <input type="checkbox"/> 4-Pg & Pen <input checked="" type="checkbox"/> Parent Option <input type="checkbox"/> 4-Page (Taped same qty) <input checked="" type="checkbox"/> 4-Page (Taped diff. qty) <input type="checkbox"/> 8-Page (Bound in ALL Copies) <input type="checkbox"/> 8-Page (Taped) <input type="checkbox"/> Signing Pens <input checked="" type="checkbox"/> Yearbook Stickys <input type="checkbox"/> Cover Keepers YBPAY <input checked="" type="checkbox"/> Direct <input type="checkbox"/> Basic <input type="checkbox"/> Deluxe Estimated Enrollment:	80	100+ <small>Final order qty must be indicated on final page deadline</small>
SALE TYPE <input type="checkbox"/> In-the-Pack <small>(Yearbooks are included in the portrait)</small> <input checked="" type="checkbox"/> Separate Sale		YEARBOOK ARRIVAL DATE This must be a Friday, however books may arrive before the selected date 5/27/2016		
PORTRAIT INFORMATION Was the school photographed by Lifetouch? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes: The LNSS Photo Job # is:		SALES REPRESENTATIVE USE ONLY Signing Info (Choose one) 5 FB MC ODC Packaging P LV1 LV2 Cut-out Pa		
COLOR PAGE OPTIONS FOR B/W <input type="checkbox"/> 16-Page Signature Enter # of Signatures <input type="checkbox"/> 8-Page Flat Enter # of Flats <input type="checkbox"/> Center Spread <input type="checkbox"/> Bookends* <input type="checkbox"/> 8-Page <input type="checkbox"/> 4-Page <small>*Saddlestitched Books Only</small>		YEARBOOK PRICING Base Price: \$11.60 Cover: NA; SOFT COVER Endsheets: Per Order: NC Per Copy: Color Pages: Per Order: Per Copy: Zoom Autograph Inserts YBPay: Other Subtotal: Estimated Freight: <input type="checkbox"/> Territory 0.6 Sales Tax: 8.25% Lifetouch is required by state law to apply the appropriate tax. If tax exempt, please supply official documentation. Total: Price Per Copy: \$13.20		

SPECIAL OFFERS/COMMENTS

5 FREE YEARBOOKS, WITH ALL DEADLINES MET

Dena Shannon	Rep Code CRLK	<small>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.</small>	
Lifetouch Representative Phone # 916 871-6958 916 535-0283	Authorized School Representative Name (print) Bruce E. Colby, Assoc. Supt. Business Svcs.		Title
Lifetouch Representative Email Address dshannon@lifetouch.com	Authorized School Representative Name (signature)		Date

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, passwords, numbers and user names.

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 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.

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 or on the Specification Form that will be sent to the School periodically. 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. Title and risk of loss will pass to the School FOB plant.

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 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 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.

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 within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. Shipments are FOB Loves Park, Illinois or Kansas City, Missouri. 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.

LIFETOUGH 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 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.

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.

Send/Fax Publication Agreement:

Kansas City Order Entry
10800 N. Ambassador Drive
Kansas City, MO 64153
Email: lporderentry@lifetouch.com
Fax: 1.816.880.5481

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

Lifetouch Yearbooks - Corporate
11000 Viking Drive
Eden Prairie, MN