

**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:  
☐ 2015 ☒ 2016 ☐ 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

☒ WebEase

All-Color

☐

Check this box if the invoice should reflect all-inclusive pricing

Note: Sales Representative must enroll the school using the online enrollment process before the customer can log in to WebEase.

## SALE TYPE

☐ In-the-Pack

(Yearbooks are included in the portrait)

☒ Separate Sale

## PORTRAIT INFORMATION

Was the school photographed by Lifetouch?

☐ No

☒ Yes:

The LNSS Photo Job # is:

## COVER TYPE

- ☐ Soft cover Saddlestitch  
☐ Soft Cover Perfect Bound  
☐ Hard Cover  
☒ Split Cover Saddlestitch  
☐ Split Cover Smythe Sewn

## COVER CATEGORY

- ☒ Signature  
☐ MYPC ☐ Parent Option  
☐ MYPC (All Copies)  
☐ Montage  
☐ Original Design

Select one of the following:

- ☐ 1 Ink Color ☐ 3 Ink Colors  
☐ 2 Ink Colors ☐ Full-Color

## ENDSHEET CATEGORY

(Hard Cover Only)

White

- ☐ 1 Ink Color ☐ Full-  
☐ Color 2 Ink Colors

## FOIL IMPRINTING

- ☒ School Name & Year  
☐ 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

- ☒ Foil Names - 1 Line  
☐ Foil Names - 1 Line (All-Copies)  
☐ Foil Names - 2 Lines  
☐ Foil Names - 2 Lines (All-Copies)  
☐ Icons

## AUTOGRAPH INSERTS

- ☐ 4-Pg & Pen ☒ Parent Option  
☐ 4-Page (Taped same qty)  
☒ 4-Page (Taped diff. qty)  
☐ 8-Page (Bound in ALL Copies)  
☐ 8-Page (Taped)

- ☐ Signing Pens  
☒ Yearbook Stickys  
☐ Cover Keepers

## YBPAY

- ☒ Direct  
☐ Basic  
☐ Deluxe

Estimated Enrollment:

**80**

**100+**

## YEARBOOK ARRIVAL DATE

This must be a Friday, however books may arrive before the selected date

**5/27/2016**

## SALES REPRESENTATIVE USE ONLY

Signing Info (Choose one)

5 FB MC ODC  
LV1 LV2

Packaging P  
Cut-out Pa

## YEARBOOK PRICING

Base Price:

**\$11.60**

Cover:

**NA; SOFT COVER**

Endsheet:

Per Order: NC Per Copy:

Color Pages:

Per Order: Per Copy:

Zoom

Autograph Inserts

YBPay:

Other

Subtotal:

Estimated Freight:

☐ 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**

Rep Code  
Dena Shannon CRLK

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.

Lifetouch Representative Phone #  
916 871-6958 916 535-0283

Authorized School Representative Name (print) Title  
**Bruce E. Colby, Assoc. Supt. Business Svcs.**

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, 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 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

**LIFETOUGH** 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 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 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, 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 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 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. 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 for printing. Upon request, the School agrees to obtain such authorizations as 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.

**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, of this Agreement as may be updated via the Web site or on the 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](mailto: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