

**CONTRACT NAME: JOSTENS YEARBOOK AGREEMENT –
EMERSON JUNIOR HIGH**

BRIEF DESCRIPTION OF CONTRACT: This is a three-year agreement with Jostens to produce a yearbook each year from 2016-2017 through 2017-2018 for Emerson Junior High School. The agreement for 2016 is for 500 copies of the yearbook to be shipped on May 20, 2016.

Price of the contract is \$16,000 per year for a total of \$48,000 for three years.

2016 • JOSTENS Yearbook Agreement • 2016

State College, PA • Clarksville, TN • Topeka, KS • Visalia, CA

JOB NUMBER		33229
CUSTOMER		EMERSON JUNIOR HIGH SCHOOL
STREET ADDRESS (Physical 911 Address and No P.O. Boxes)		2121 CALAVARAS
CITY		DAVIS
STATE/PROVINCE	ZIP/POSTAL	
CA	95616	
PHONE		(530) 757-5430
CONTACT PERSON		ANNA AMSLER
EMAIL ADDRESS OF CONTACT PERSON - PRINT LEGIBLY		aamsler@djuds.net
TERM AGREEMENT YEARS (Select 3-years minimum)		
<input checked="" type="checkbox"/> 2016 <input checked="" type="checkbox"/> 2017 <input checked="" type="checkbox"/> 2018 <input type="checkbox"/> 2019 <input type="checkbox"/> 2020		



By signing below, Customer authorizes Jostens to begin organization and planning of the publication described below and for the effective Term of the Agreement. Jostens will provide the necessary tools and materials to plan and produce the yearbook.

In the event that the customer changes the number of pages, number of copies, or the cover changes, the price per copy, additional charges, and total purchase price are subject to change according to the published price list. You will receive an invoice when the publication is completed. Payment should be made within ten days after the invoice is received. Please allow five to eight days for shipping of the books.

CUSTOMER'S AUTHORIZED SIGNATURE	DATE
CUSTOMER'S AUTHORIZED SIGNATURE (print)	DATE
JOSTENS AUTHORIZED INDEPENDENT REPRESENTATIVE'S SIGNATURE	DATE
JESSICA S. WILSON	06/11/16
JOSTENS SENIOR REP NAME (print)	SR REP SALES #
	5686

MARKETING SERVICES copy - Mail to Jostens, 4000 SE Adams Street, Topeka, KS 66609

PROGRAM	Journey
PROGRAM TIER	Gold <input type="checkbox"/> Silver <input type="checkbox"/> Basic <input type="checkbox"/>
CREATION METHOD	YTO <input checked="" type="checkbox"/> YT <input type="checkbox"/>
COPY SCHEDULE	DPS <input checked="" type="checkbox"/>
SHIP DATE	05/30/2016
TRIM SIZE	8
COPIES	500
PAGES	80
BINDING	Sewn
COVER	217 - Custom Litho
PAPER	195 - Matte 80#
SCHOOL TYPE	Public
TYPE ORDER	Junior High
SHIP KIT TO	(if different than above address)

COMPUTER	MAC <input type="checkbox"/>	WINDOWS <input type="checkbox"/>
INDESIGN VERSION	Version	
PANEL FLOW	<input type="checkbox"/>	
PROOFS	VANTAGE <input type="checkbox"/>	

Select Competitor Information

SHIP KIT (DEFAULT IS SEPTEMBER)
(ALLOW 2 WEEKS FOR PROCESSING.)
MAY or JUNE or AUGUST or SEPTEMBER Choose Month

** Term agreement based on customer's satisfaction and budget approval.*

Total Contract Price \$ 16,000/YEAR
(dollars only, not per book amount)



SEE PAGE 2 FOR TERMS OF THIS AGREEMENT

2016 PRINTING TERMS

Once this order has been entered into by Jostens (hereinafter the "Company"), this Agreement becomes a binding contract between the Company and the Customer named on the front of this Agreement. Any changes to this Agreement must be approved in writing by both parties; provided, that the Customer may change the specifications, which may result in changes to the price and/or delivery.

SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS: The Company will provide the Customer with materials and instructions for submitting specifications and other related information to the Company. The Customer agrees to submit such information, including all Materials, in a timely manner and in accordance with the Company's instructions and specifications. Additional charges may apply for late or non-conforming submissions. "Materials" as used herein shall include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lyrics, recordings, page layouts or other such materials. The Customer is responsible for all Materials furnished to Company for incorporation in the publication or other product provided hereunder. Publication includes the Materials in whatever form or medium. The Company reserves the right to refuse to print, reproduce or duplicate Material submitted for incorporation in the publication or product provided hereunder for any reason including Material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided the Company assumes no duty to make such determination. The Customer agrees to indemnify and hold Company and its affiliates harmless to the fullest extent permitted by law from any and all damages of every kind and character (including reasonable attorneys' fees) arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against the Company by parents, students or any third party on the grounds that the Material, publication or other product provided hereunder, or the marketing thereof, causes injury to persons or property, violates a trademark, copyright, license or other proprietary right or interest or that it contains material giving rise to an action for defamation, negligence, intentional infliction of emotional distress, or invades a person's right to privacy. The Customer represents and warrants to the Company that the Customer has the unconditional and unfettered right to print, reproduce and/or duplicate all of the Materials and the Company is hereby authorized to reproduce for and on behalf of the undersigned and other third parties all of the Materials provided hereunder, in order to produce and/or market the publication or product provided hereunder, and that all appropriate licenses or consents have been obtained where applicable. The Customer further warrants that the Materials comply with all applicable state, local and federal laws, do not infringe on any trademark, service mark, copyright or any other proprietary right, or any license relating thereto, do not contain any libelous or otherwise actionable statement, and do not otherwise violate the rights of or cause damage or injury to any person. Company, its sales representatives and its service providers may use information provided by Customer to provide information on Jostens products and services to Customer's students, except where Customer has indicated otherwise in writing or through a Jostens online interface. Company will not sell or rent student information to any third party.

Customer grants Company a perpetual, royalty-free, fully paid-up right and license to use, reprint, reproduce, digitize and duplicate the Customer's cover design, yearbook pages, and Materials in any manner, form or media now known or later developed, such as in Company's marketing and promotional materials and websites, as samples, in Company software applications, and in collections of Company yearbooks and yearbook pages.

With respect to any artwork created in whole or in part by the Company, the Company retains its rights to such artwork, which may only be reproduced with the written consent of the Company. The Customer understands and agrees that all dies, including those for which a charge has been made, remain the sole property of the Company. This provision shall survive the termination or expiration of this Agreement.

ADDITIONAL SERVICES CHARGES: Company will charge for Company artwork, corrective work or customer copy, customer alterations and non-standard composition, which may result in changes to the purchase price.

LICENSE OF COMPUTER SOFTWARE: In connection with yearbook publication and in consideration of payment of the required license fee, the Company licenses the Customer to use YearTech® and/or YearTech® Online software and related materials and updates (collectively, the "Computer Software") whether through a desktop program or the Internet, solely for the limited purpose of producing its yearbook with the Company and for no other purpose. The Customer acknowledges and agrees that the Computer Software and all other materials supplied by the Company are proprietary in nature and owned by the Company, and the Customer agrees not to duplicate, reverse engineer, distribute or provide the Computer Software to any competitor of the Company or to any other third party. Customer is strictly prohibited from providing production materials, including but not limited to the publication or other product created hereunder, in whole or in part, created with the Computer Software to a third party for printing, digitizing, reproduction or any other purpose. Upon termination or expiration of the relationship between the Customer and the Company, the Customer will promptly return all Computer Software to the Company. Certain products of Adobe Corporation or other third parties may be required for use of the Computer Software, and the Customer acknowledges that the Company has no responsibility for training or other support for these products.

The Customer agrees to follow all guidelines as documented in user's guides or on the internet and specific stipulations as outlined in this Agreement. Pages that do not conform to the current guidelines for the Computer Software do not qualify for inclusion in the Company's YearTech® and/or YearTech® Online programs. In addition, if the Customer deviates from the current guidelines for the Computer Software, it may result in extra charges, missed or delayed deadlines, delayed shipment of the yearbook, and/or rejection of the page. Whenever possible, additional costs will be communicated to the Customer before they are incurred and the Customer will have the option to recall the page, which may affect normal deadline and/or book shipment costs.

JOSTENS DIRECT SOLUTIONS: If the Customer elects to participate in an order processing and management program offered by Company ("Program") such as the Company's Direct Solutions ("JDS") Program, the Customer acknowledges and agrees that the Company or other third parties will act on behalf of the Customer to bill students for yearbooks and related products and collect payment from them. Where appropriate, the Company will charge yearbook purchasers applicable sales taxes and transfer collected taxes to the taxing authority on behalf of the Customer. The Customer acknowledges it has been given materials explaining the Program and understands the Program, and the billing process under that program.

DELIVERY: Shipment will be made pursuant to the shipment method and vendor chosen by Company, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that the Customer sends all materials conforming to specifications and on time according to the Schedule. Title to and risk of loss for all shipments is F.O.B. Company production plant. Due to the printing process, there may be a limited number of copies of the yearbook produced in excess of the Customer's order. The Company may ship the excess yearbooks to Customer, who may keep and pay for such overages or return them to the Company for credit.

FORCE MAJEURE; WARRANTY; LIMITATIONS: The Company shall not be liable for delays or losses caused by strikes, accidents, government restrictions, acts of God or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract. The Company will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES 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 INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT. THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER THE LIABILITY OF THE COMPANY, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO THE COMPANY FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. THE COMPANY SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISPELLINGS OR OTHER DEVIATIONS OR ERRORS.

PAYMENT TERMS: The Customer agrees to pay a 40% deposit November 1st (December 1st for CY Customers) and an additional 40% deposit March 1st (April 1st for CY Customers) that will bring the total deposit up to 80% of the base price. The Company may waive these deposit requirements for Customers participating in Jostens Memory Express and the JDS Program.

The Customer will receive a final invoice when the publication is completed. Final payment is due within thirty (30) calendar days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law will be assessed for late payment. Should it be necessary for the Company to institute collection procedures against the Customer, the Company shall be entitled to recover its reasonable attorneys' fees and costs from the Customer.

Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. A number of states do not exempt schools from the requirement to collect sales tax on sales. It is the Customer's responsibility to collect and remit sales tax on its distribution or resale of yearbooks based on sales tax regulations in its state, including the tax on any yearbook sales the Customer directs the Company to collect on-line (other than through the JDS Program as described above or direct sales between the Company and any third party in which the Customer is not otherwise a party thereto).

All payments and checks are to be made directly to Jostens, 21336 Networks Place, Chicago, IL 60673-1213.

Contracts are mailed to Jostens, 4000 SE Adams Street, Topeka, KS 66609.

MISCELLANEOUS: The person signing this Agreement represents that he/she has the authority to execute this Agreement on behalf of the Customer. The Customer understands that this is a binding Agreement between the parties hereto and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the pricing and schedule set forth herein, represents the entire agreement between the parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, such terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto.