

**CONTRACT NAME: AGREEMENT BETWEEN LIFETOUCH
NATIONAL SCHOOL STUDIOS, INC. AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is the 2017 yearbook agreement for Korematsu Elementary School. The agreement is for 201 copies of the yearbook at \$16 per copy to be delivered on May 26, 2017.

2017 WEBEASE PUBLICATION AGREEMENT				Job # 10090917	
Renewal Account Name: Fred T. Korematsu Elementary School PTO <== IF renewal, this fills in. IF NEW, delete this.					
New Account Name: IF NEW Acct Name Here =>		Contract Years:		2017 LID #: 325928	
Address: 3100 Loyola Dr		City: Davis		State: CA Zip Code: 95618	
Phone #: (530)7575358		Enrollment: 0			
Back to School Date/First Yrbk Sale:				Adviser Name:	
School Out Date:				Adviser Email:	
1. Welcome Packet To:		Adviser/School Address		Adviser Phone::	
2. Ship Yearbooks To:		Adviser/School Address		Alternate Address	
3. Send Invoice To:		Alternate Address*		Street Address: Same as School	
				City, State, Zip:	
YEARBOOK SPECIFICATION INFORMATION:				YEARBOOK DATES:	
Please enter a Back to School Date.				Cover & ES Deadline: 01-16-2017	
				First Deadline: 02-13-2017	
				Final Deadline: 04-10-2017	
				Yrbk Arrival Date: 05-26-2017	
				Set up Sales Tracker/Activate YBPay:	
				Order Sales Flyers (2x enrollment):	
				Set up Parent Notify:	
				Hold Back to School-1st Sale:	
				Hold a 2nd Yearbook Sale: 11-11-2016	
				Order PFRN: 03-09-2017	
				SALES REPRESENTATIVE USE SECTION ONLY	
				Signing Info: 5FB	
				Tiered pricing: Packaging: YES	
				Cut-Out Pages:	
				PRICING	
				A la Carte Items: School Price: Parent Price:	
				Book Price \$11.60 \$16.00	
				MYPC \$6.00 \$6.00	
				Foil Names -1 line	
				Foil Names -2 Lines	
				Icons	
				Zoom \$3.00 \$3.00	
				4-Pg Auto Insert \$2.00 \$2.00	
				YB Stickys \$2.00 \$2.00	
				Hard Cover Upgrad \$5.00 \$5.00	
				Standard - MYPC	
				Packages: School Price: Parent Price:	
				Package A: \$21.10 \$25.50	
				Package B: \$19.60 \$24.00	
				Package C: \$18.10 \$22.50	
				Package D: \$13.60 \$18.00	
				Estimated Freight: \$ 0.60	
				Tax 8.5% \$0.99	
				Total \$13.19	
ENDSHEETS - FOR HARD COVERS ONLY:					
Endsheet Cat:					
SFB/DFB:					
PERSONALIZATION:					
Personalization: Standard - MYPC					
Foil Names Line 2: \$0.00					
Icons (must have foil names): \$0.00					
ENHANCEMENTS:					
Zoom Elem. Zoom Taped Diff. Qty \$3.00 \$3.00					
Autograph Inserts 4-Pg Taped Diff. \$2.00 \$2.00					
Stickys Yes \$2.00 \$2.00					
YBPAY:					
YBPay Program Direct					
Est. Enroll (For Deluxe):					
SPECIAL OFFERS/COMMENTS					
If agreement is signed and turned in by June 1st, you will get the 5 free yearbooks, Early Signing Incentive. All deadlines must be met to keep the incentive. ... NOE will be submitted for a Single page Deadline on April 10th.					
Lifetouch Representative		Rep Code:LK		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					
Lifetouch Representative Phone #					
916-871-6958 or 916-844-1213					
Lifetouch Representative Email Address:				Authorized School Representative (Print) Date:	
dshannon@lifetouch.com					
Lifetouch Representative (Signature)		Authorized School Representative (Signature)			

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").

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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:

Email: lpiororderentry@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

Email: webeasecustomer@lifetouch.com

Phone: 1.800.736.4761