

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

BRIEF DESCRIPTION OF CONTRACT: This is an agreement between School Datebooks and DJUSD to provide custom datebooks for students and staff at Holmes Junior High School for the 2016-2017 school year.

The total cost of the contract is \$145.93 and will be paid by site discretionary funds.



2016 Telluride 8.5x11 Contract

2880 U.S. Hwy. 231 S.
Lafayette, IN 47909-2874
Phone: (800) 705-7526
Fax: (765) 471-8874

School
Holmes Junior High School
1220 Drexel Drive
Davis, CA 95616

Administrator
Mr Derek Brothers, Principal
Phone: (530) 757-5445
Fax: (530) 757-5435
Email:

Contact
Ms. Jean Kennedy, Vice Principal
Phone: (530) 757-5445
Fax: (530) 757-5435
Email: jkennedy@djused.net

Date: 9/15/2016
Sales Rep: Frank Breternitz
frank@schooldatebooks.com
CSR: Amanda Garner
amanda.garner@schooldatebooks.com

Billing and Shipping

Bill To PO# :
Holmes Junior High School
Mr. Derek Brothers
1220 Drexel Drive
Davis, CA 95616
Email: dbrothers@djused.net

Ship To Holmes Junior High School
Jean Kennedy
1220 Drexel Drive
Davis, CA 95616

Product	#Books	#Pages	Cost/Book	Base Cost
Telluride 8.5x11	50	0	\$2.19	\$109.50

Discounts* Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$109.50	x	0.00	\$0.00
4% Discount for contracts received by 10/23/15*	\$109.50	x	0.00	\$0.00
3% Discount for contracts received by 12/18/15*	\$109.50	x	0.00	\$0.00
2% Discount for contracts received by 4/1/16*	\$109.50	x	0.00	\$0.00
1% School District Discount	\$109.50	x	0.00	\$0.00

Enhancements

Orders < 250 will incur a per book fee if any Enhancement is selected.

Standard Cover - Sparks	\$0.25	x	0	\$0.00
Vinyl pocket page	\$0.00	x	50	\$0.00
Stickers (per sheet)	\$0.30	x	0	\$0.00
Card-stock hall pass	\$0.30	x	0	\$0.00
	\$0.20	x	0	\$0.00

Accessories

This Week Marker (Minimum order of 25)	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$3.95	x	0	\$0.00

Sub-Total* \$109.50

Shipping and Handling 12% , Minimum \$25 *Rates apply to US/Canada shipments only \$25.00

Sales Tax: 0.085000 Exempt#: \$11.43

* Net 30 (Net due within 30 days from invoice date)

* Sales tax will be added if applicable

Total (USD) \$145.93

* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

No deliveries prior to **5/1/2016**. To ensure on-time delivery, we will ship 7-10 days before your Earliest Delivery Date (EDD), if all deadlines are met. It is possible that your books may arrive before your Desired Delivery Date (DDD). Please take this into account when selecting your dates and make sure the facilities are open and able to accept delivery at this time. A 1-week window between the EDD and DDD is suggested.

Desired Delivery Date:

Earliest Delivery Date:

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

One-Year Contract

We agree to purchase datebooks from School Datebooks for the year of 2016-2017.

Three-Year Contract

We agree to purchase datebooks from School Datebooks for the years of 2016-2017, 2017-2018, 2018-2019 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

9/20/2016
Date

[Signature]
Signed (School Administrator)

Assoc. Supt. Business
Title

Please remember to indicate your cover selection.