

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

BRIEF DESCRIPTION OF CONTRACT: This is the 2017-2018 yearbook agreement for DaVinci Charter Academy. The agreement is for 250 copies of the yearbook.

The total cost of the yearbooks will be \$18,540 and will be paid by site discretionary funds.

Yearbook Purchase Agreement

school name	Davinci Charter Academy
address	1400 East 8th St
city, state, zip	Davis CA 95616
county	
school phone	530-757-7154
school fax	
primary contact	Kurt Sangster
title	Yearbook Advisor
phone	707-636-8460
email	Kurtsangster@gmail.com

Delivery Year(s):
 New
 Renewal
 Term Agreement*
 20__ 20__ 20__ 20__ 20__ 20__
 2018 2019 2020
*Note terms and conditions in comments below.

customer #	
sales rep	Juanita Sheppard
job #	
bill to	name Bill School's yearbook account
<input type="checkbox"/>	address
same as primary contact	city, state, zip
ship to	name
<input type="checkbox"/>	address
same as primary contact	city, state, zip
admin contact	Tyler Millsap
title	Principal
phone	
email	

requested ship date 5/20 (week ending) Dependent upon customer meeting copy and proof return deadlines. Delivery planned by following Thursday 3 p.m.

specifications	Deadlines MUST be submitted on a Deadline Agreement Form.	
program/size	Simplicity 8	
copies	250 pages	paper 100# legend matter
board weight	98 pt	binding Smyth
submission method	application file <input type="checkbox"/> Online Design <input checked="" type="checkbox"/> PDF <input type="checkbox"/> other <input type="checkbox"/>	
proofs		
	uv coating <input type="checkbox"/>	# uv pages other paper choice
year in review/cebuzz (circle one)	quantity	placement
autograph supplement	quantity	placement
cover	1tho	
endsheet design	Standard	
additional	FREEZE price for term agreement of 3 yrs, 2018, 2019, 2020 KS JS	

price 18,540
F.O.B. printer

This Agreement includes and is subject to the school yearbook plan selected by Customer as well as the terms and conditions on this and the following page(s).

customer authorized signature _____ date _____
Juanita Sheppard _____ date 10/24/16
 Walsworth authorized signature

customer authorized signature _____ date _____

Walsworth yearbooks
 800.972.4968
 walsworthyearbooks.com

This Agreement is entered into between Walsworth Publishing Company, Inc. ("Company") and the customer listed on the reverse side ("Customer"). **Once accepted by the Company, this Agreement becomes a binding contract between the Company and the Customer.** Any changes to the Agreement must be approved by both parties and must be in writing.

BASE OFFER - All yearbooks to be bound with covers as designated on the reverse side. The Customer to prepare and furnish photographs, illustrations and typed copy according to instructional information contained in the Publishing Kit and our online resources.

SPECIAL NOTE - Should the number of yearbooks subject to this Agreement increase or decrease by more than 100 copies, the base cost figure is subject to change. Please consult your representative or the Company for the corrected base cost figure. Additional copies and/or options listed on the reverse side may be ordered in the exact quantities required, but additional pages are available only in four-page or eight-page increments, depending upon the program.

DEADLINES AND DELIVERY - A deadline schedule based on the Customer's requirements will be sent directly to the Customer at the beginning of each school year. Failure to adhere to these guidelines could result in an altered delivery schedule and/or extra charges.

COPY - Copy shall be sent by the Customer in finished form ready for processing. Copy, artwork and photos will not be edited, redone or retouched, unless specifically requested. The Company reserves the right to return to the Customer copy improperly prepared or unlikely to reproduce satisfactorily.

PAYMENT - An initial deposit of **35%** of the Agreement amount is due on or before **October 1** for spring delivery, or at the time the Agreement is signed as customary down payment. For summer/fall delivery, **35%** of the Agreement amount is due with your first copy submission or by **February 1**. An additional deposit of **45%** of the Agreement cost is due **February 1** for spring delivery and **May 1** for summer/fall delivery. All deposits, equal to at least **80%** of the Agreement price, must be paid before the book ships. The final amount is due upon receipt of the final invoice. The Customer is responsible for all applicable sales or use taxes. Online Sales for book and ads will be credited to the school's deposit account minus applicable service fees and taxes. If the Customer has instructed in writing the Company to collect sales tax for online sales, the Company will periodically remit such funds to the Customer so that the Customer can remit those funds to the applicable taxing authorities.

ARTWORK - Professional artwork is available upon request at a reasonable rate. The Company may insert an ad logo without cost to the Customer or the Company. The Company will make a sincere effort to return all the original copy including photographs and artwork; however, we assume no responsibility for their loss or damage.

ADDITIONAL SERVICES CHARGES - Upon Customer request, correction work to photos and/or layouts can be done by the Company and will be charged for on a scheduled basis.

PREPARATORY MATERIALS - Plates are the property of the Customer and will be stored by the Company for a period of 30 days. Unless notified differently by the Customer, all plates will be destroyed after this 30-day period. The Customer understands and agrees that all dies, including those for which a charge has been made, remain the property of the Company.

AUTHORITY - Customer represents and warrants to the Company that (a) the Customer has the right and authority to enter into this Agreement and (b) the person signing this Agreement on behalf of the Customer has the right and authority to sign this Agreement and to bind the Customer thereby.

CUSTOMER INDEMNIFICATION - Since the Company exercises no editorial control over the content of the yearbook, including copy, photos and graphics, Customer agrees to protect the Company from economic loss and any other harmful consequences that could arise in connection with the creation, production and publishing of the yearbook or related materials. This means that Customer agrees to hold the Company harmless and save, indemnify and defend the Company against all claims, demands, actions and proceedings on any and all grounds including without limitation all claims for liability, damages, costs and attorneys' fees. This will apply regardless of responsibility for negligence.

CUSTOMER REPRESENTATIONS AND WARRANTIES - Customer represents and warrants that the subject matter of the yearbook, including advertisements and student appreciation pages, is not copyrighted by a third party and that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer also represents and warrants that the yearbook and related materials do not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Company reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous or improper.

ABILITY TO REPRODUCE OR DIGITIZE - The Company is hereby granted the perpetual right and license to use, reprint, reproduce or duplicate the Customer's cover design and materials in any manner or format (in whole or in part) including any commercial activity for any business purpose (such as Company sales, marketing, web sites, promotional literature, digitizing, samples and for use in other products), in each case without additional compensation to, or obtaining any consent from, Customer or any parents, students or third parties. Further, the Company is hereby granted the perpetual right and license to reproduce or digitize all or part of the Customer's yearbook in any manner or format (in whole or in part) at any time in the future, and offer it for sale, all without compensation to, or obtaining any consent from, the Customer or any parents, students or third parties. The Customer will take such steps as are necessary to assure such rights to the Company, including obtaining any necessary licenses.

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