

**CONTRACT NAME: AGREEMENT BETWEEN JOSTENS, INC.
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This is the 2017-2018 yearbook agreement for Holmes Junior High School. The agreement is for 475 copies of the yearbook.

This is a three-year agreement with the cost of yearbooks at \$15,200 per year and will be paid by site discretionary funds.

Jostens Yearbook Agreement

Jostens, Inc. | 3601 Minnesota Drive | Minneapolis, MN 55435 | 952-830-3300

Job # 48534
Customer Name: HOLMES JUNIOR HIGH SCHOOL
Street Address: 1220 DREXEL DR
City: DAVIS
State: CA Zip/Postal: 95616-2199
Customer Phone: (530)757-5445
Contact Name: _____
Contact Email: dleveque@djusd.net
Contact Phone: (530) 757-5445

The Term of this Agreement is for the following years:
(Specifications subject to annual review)

2018 through 2020

Program:
KALEIDOSCOPE

Creation Method
YTO

Ship Date: 5/22/2018 Trim Size: 8 1/2 x 11
Copies: 475 Pages: 92
Cover: Custom Litho
Paper Stock: 80# Matte

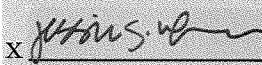
Ship kit by: (Sept is default) June
(Allow 2 weeks for processing)

Proposed Budget: \$ 15200.00
(Dollars only, not per book amount)

The School or District identified (the "School") has selected Jostens, Inc. to be the School's exclusive yearbook provider for the school years identified (the "Term"). The parties agree as follows:

- 1 Jostens and the School will work together to establish all yearbook specifications, completion deadlines, price, and delivery schedules for each school year during the Term and subject to the terms and conditions shown on page 2. Changes to the specifications may result in additional charges on the final invoice.
- 2 After this Agreement is signed, as the School's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the School to help with the creation, production and marketing of the School's yearbook, including without limitation the planning, content, theme, layout, and merchandising.

This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions show on Page 2.

X _____
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE
DATE Apr 27, 2017
PRINTED NAME _____
X 
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE
DATE Apr 27, 2017
PRINTED NAME Jessica Wilson

Job Status: R Rep #: 5686

*Rep: If new, previous publisher: _____

School Classification:
JUNIOR HIGH SCH

School Type:
Public

Yearbook included in Tuition? ☐

Additional Notes/Specifications (include Shipping Address if different than above address):
Based on customer satisfaction and budget approval.

Jostens Yearbook Agreement Printing Terms

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

SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS: Jostens will provide Customer with instructions and specifications for submitting information and materials (collectively, "Materials") to Jostens. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lyrics, recordings, page layouts and other such materials. Customer agrees to submit all Materials in a timely manner and in accordance with Jostens' instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deadlines, delayed shipments, and/or rejection of submitted Materials. Customer is responsible for all Materials furnished to Jostens for incorporation in the publication or other product provided by Jostens under this Agreement, regardless of form or medium (the "Publication"). Jostens reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation in the Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided Jostens assumes no duty to make such determination. Except to the extent expressly prohibited by applicable law, Customer agrees to indemnify and hold Jostens, its licensors, and its affiliates harmless 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 Jostens by parents, students or any third party (a) on the grounds that the Material, Publication, or the marketing of a Publication 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; or (b) related to or arising from a breach of Customer's obligations relating to Jostens Digital Tools below. Customer represents and warrants to Jostens that Customer has the unconditional and unfettered right to allow Jostens to print, reproduce and/or duplicate all of the Materials and to receive back any returned Materials, and Jostens is hereby authorized to reproduce for and on behalf of Customer and other third parties all of the Materials provided by Customer, in order to produce and/or market the Publication, and that all appropriate licenses or consents have been obtained where applicable. 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.

Customer expressly agrees that Jostens, its sales representatives and service providers may use Materials provided by Customer to market the Publication to potential purchasers and to provide information on Jostens products and services to potential purchasers, except where Customer has indicated otherwise in writing or through a Jostens online interface. Jostens will not sell or rent student information to any third party. Please see Jostens' Privacy Policy at <http://www.jostens.com/privacy> for more information on Jostens' privacy practices.

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

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

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

JOSTENS DIGITAL TOOLS: In consideration of payment of any required license fee, for the term of this Agreement Jostens grants Customer a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloud-based yearbook development software tools, fonts and clip art, apps, websites and environments, including without limitation the Yearbook Avenue portal, YearTech® software, Yearbooker's Field Kit app, and related materials and updates (all such tools, apps, websites and environments made available to Customer, the "Jostens Digital Tools"), solely for the limited purpose of producing its Publication with Jostens and for no other purpose. Customer and its representatives will comply with any terms of use, license agreements, and other terms or policies applicable to Jostens Digital Tools. Customer acknowledges and agrees that the Jostens Digital Tools and all other materials supplied by Jostens are proprietary in nature and are owned or licensed by Jostens, and Customer agrees not to copy, duplicate, reverse engineer, or attempt to learn the source code of Jostens Digital Tools, or to rent, share, distribute or provide the Jostens Digital Tools to any third party. Customer is strictly prohibited from providing production materials in whole or in part, including but not limited to the Publication created under this Agreement, created with the Jostens Digital Tools to a third party for printing, digitizing, reproduction or any other purpose.

Upon termination or expiration of the relationship between Customer and Jostens, Customer will promptly return any Jostens Digital Tools to Jostens, and destroy and delete any copies of Jostens Digital Tools and any login credentials provided. Certain products of Adobe Corporation or other third parties may be required for use of the Jostens Digital Tools, and Customer acknowledges that Jostens is not obligated to provide training or other support for third-party products.

ORDER PROCESSING: If Customer elects to participate in an order processing and management program offered by Jostens (a "Program"), Customer acknowledges and agrees that Jostens or other third parties will act on behalf of Customer to bill students for yearbooks and related products and collect payment from them. 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 Jostens, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that 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. Jostens production plant. Due to the printing process, there may be a limited number of copies of the yearbook produced in excess of Customer's order. Jostens may ship the excess yearbooks to Customer, who may keep and pay for the overages or return them to Jostens for credit.

FORCE MAJEURE; WARRANTY; LIMITATIONS: Jostens 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. Jostens will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, JOSTENS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOFTWARE, APPS AND SYSTEMS ARE INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK. IN NO EVENT WILL JOSTENS 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 JOSTENS, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO JOSTENS FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. JOSTENS SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISPELLINGS OR OTHER DEVIATIONS OR ERRORS.

PAYMENT TERMS: 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.

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 Jostens to institute collection procedures against Customer, Jostens shall be entitled to recover its reasonable attorneys' fees and costs from Customer.

All payments and checks must be made payable to and sent directly to Jostens, Inc., 21336 Networks Place, Chicago, IL 60673-1213.

TAXES: 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 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 Customer directs Jostens to collect on-line (other than through the Program as described above or direct sales between Jostens and any third party in which Customer is not otherwise a party thereto). Where Jostens accepts orders on a school's behalf and collects applicable sales taxes on such orders, Jostens may, at Jostens' option, remit taxes collected on such orders directly to the taxing authority.

MISCELLANEOUS: The person signing this Agreement represents that he/she is fully authorized to execute this Agreement on behalf of Customer. Jostens may use its corporate affiliates as subcontractors to perform obligations under this Agreement. Customer understands that this is a binding Agreement between the parties hereto for the term specified in the Agreement, and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the proposed budget, schedule, and other specifications set forth herein and any additional or changed specifications agreed upon by the parties related to the products manufactured by Jostens under this Agreement (which shall automatically be incorporated by reference into this Agreement), 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, those 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.