

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

BRIEF DESCRIPTION OF CONTRACT: This publication agreement is for the 2018-2019 Harper  
Junior High yearbook.

FISCAL IMPACT: The cost will be based on copies purchased; no additional funds are requested.

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<b>LIFETOUGH YEARBOOK PUBLICATION AGREEMENT - WEBEASE 2019</b>				Job #: 9894019												
<b>Renewal Account Name:</b> Frances Harper Junior High School																
<b>New Account Name:</b>		<b>Contract Years:</b> 2019		<b>LID #:</b> 294884												
<b>Address:</b> 4000 E Covell		<b>City:</b> Davis		<b>State:</b> CA												
<b>Phone #:</b> (530)7575330		<b>Enrollment:</b> 770		<b>Zip Code:</b> 95618												
<b>School Year Open Date:</b>																
<b>School Year Close Date:</b>																
1. Welcome Packet: Yes																
2. Ship Yearbooks To: Account																
3. Send Invoice To: Account																
4. Purchase Order Number																
<b>YEARBOOK SPECIFICATION INFORMATION:</b>			<b>YEARBOOK DATES:</b>													
Please enter a School Year Open Date.			Cover Deadline: 01-21-2019													
			First Deadline: NOE													
			Final Deadline: 04-15-2019													
			Yrbk Arrival Date: 05-31-2019													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;"></th> <th style="width: 20%;">School Price per Book:</th> <th style="width: 20%;">Consumer Price per Book:</th> </tr> </thead> <tbody> <tr> <td>Program Color Type: All-Color</td> <td>\$17.50</td> <td></td> </tr> <tr> <td>All Inclusive Pricing: No</td> <td>-</td> <td>-</td> </tr> <tr> <td>Sales Pack Type: Separate Sale</td> <td>-</td> <td>-</td> </tr> </tbody> </table>				School Price per Book:	Consumer Price per Book:	Program Color Type: All-Color	\$17.50		All Inclusive Pricing: No	-	-	Sales Pack Type: Separate Sale	-	-	Set up Sales Tracker/Activate YBPay:	
	School Price per Book:	Consumer Price per Book:														
Program Color Type: All-Color	\$17.50															
All Inclusive Pricing: No	-	-														
Sales Pack Type: Separate Sale	-	-														
<b>PORTRAIT INFORMATION:</b>			Sales Flyers Need by Date:													
Photographed by Lifetouch:			Set up Parent Notify:													
Enter LNSS Photo Job #:			1st Back to School Sale:													
<b>PAGES/COPIES:</b>			2nd Back to School Sale: 11-16-2018													
Number of Pages: 104			FRN's Need by Date: 03-14-2019													
Number of Copies: 351			<b>SALES REPRESENTATIVE USE ONLY</b>													
<b>COVER:</b>			Signing Info: ODC													
Cover Type: All Hard Cover \$4.50			Cut-Out Pages:													
Cover Binding: Smythe Sewing			Tiered pricing:													
Cover Category: Full Color Original Design			AM Booking ID													
Foil Imprinting:			<b>SPECIAL OFFERS / COMMENTS</b>													
<b>ENDSHEETS - FOR HARD COVERS ONLY:</b>			FREE FULL COLOR ORIGINAL COVER WITH SIGNED AGREEMENT PRIOR TO MAY 1, 2018.													
Endsheet Cat: White																
SFB/DFB: SFB																
<b>PERSONALIZATION:</b>																
Select personalization:																
Icons (must have foil names):			Lifetouch Representative Rep Code DENA SHANNON CRLK Lifetouch Representative Phone #: 916-871-6958 Lifetouch Representative Email Address: DSHANNON@LIFETOUGH.COM Lifetouch Representative (Signature) DENA SHANNON													
<b>ENHANCEMENTS:</b>																
Zoom																
Autograph Inserts																
Signing Pens																
Cover Keepers			Lifetouch Representative (Print) Date: Authorized School Representative (Signature)													
Stickys																
<b>YBPAY:</b>																
Ybpay Program Direct																
Est. Enroll (For Deluxe): Tax																
<b>BASE PRICE per BOOK *</b> \$22.00 S&H Charge \$0.80 Deposit Rate 24.74			* Base Book Price excludes Personalization & Enhancements and any applicable taxes. Lifetouch is required by state law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation.													
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.																
Authorized School Representative (Print) Date: Authorized School Representative (Signature)																

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# 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").

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

**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.

**END USER BOOK SALES:** As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

**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.

**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.

**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.

**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.

**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.

**MISC:** Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

**Remit Payment To:**  
Lifetouch National School Studios Inc.  
Accounts Receivable  
PO Box 46993  
Eden Prairie, MN 55344-9728

**Customer Care**  
Email: [webeasecustomercare@lifetouch.com](mailto:webeasecustomercare@lifetouch.com)  
Phone: 1.800.736.4761