

AMERICAN YRBK

Printing Agreement

School ID:

School: Broken Arrow Public Schools

Address:

City: Broken Arrow St: OK Zip: 74012

Phone: 918-259-5700

Contact:

Contact Email:

Term: ☒ 2024 ☒ 2025 ☐ 2026 ☐ 2027 ☐ 2028

Creation Method: _____

Trim Size: _____

Copies: _____

Pages: _____

Cover: ☐ Hard ☐ Soft

Applications: _____

Lamination: _____

Binding: ☐ Saddle Stitched ☐ Perfect Bound ☐ Smyth Sewn

Endsheets: _____

Paper: _____

Proofs: ☐ Yes ☐ No

Deadline: _____

Ship Date: _____

School Representative Signature

School Representative (print name)

Barry Schauffler
Barry Schauffler (Jan 24, 2024 09:45 EST)

American YRBK Representative Signature

American YRBK (print name)

Additional Specifications: _____

TOTAL CONTRACT PRICE: _____

TERMS AND CONDITIONS.

Upon acceptance by Company, this Agreement becomes a binding contract. All changes to this Agreement must be approved in writing by both parties; except that Customer may change the publication specifications, which may result in changes to the price and/or delivery schedule.

SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS:

Company will provide Customer with instructions for submitting publication materials and specifications and related information to Company. Customer agrees to submit such information, including all materials, in a timely manner and in accordance with Company's instructions and specifications. Company reserves the right to refuse to print, reproduce or duplicate material submitted for incorporation in the publication or product provided hereunder for any reason including material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided Company assumes no duty to make such determination. Customer agrees to indemnify and hold Company and its affiliates harmless to the fullest extent permitted by law from any and all damages of every kind and character (including reasonable attorney's fees) arising out of claims, defenses, demands, actions or proceedings that may asserted or brought against Company by parents, students or any third party on the grounds that the material, publication or other product provided hereunder 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. Customer represents and warrants to Company that Customer has the unconditional and unfettered right to print, reproduce and/or duplicate all of the materials submitted to Company and Company is hereby authorized to reproduce for and on behalf of the undersigned and other third parties all of the materials provided hereunder and that all appropriate licenses or consents have been obtained where applicable.

ADDITIONAL SERVICES CHARGES:

Company will charge for Company artwork, corrective work or customer copy, Customer alterations and non-standard composition, which may result in changes to the purchase price.

DELIVERY:

Shipment will be made pursuant to the shipment method and vendor chosen by Company, 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 right of loss for all shipments is F.O.B. 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. Company will automatically ship you up to 2% of the original order number (maximum of 10 extra books). At Customer's expense extra available books ordered after the initial shipment will be invoiced at the original cost, plus shipping, and cannot be returned or credited. Shipping is not included in contract price.

SPECIAL CONDITIONS:

Company will furnish Customer with detailed written instructions and all materials needed for book completion. Layouts are to be prepared in accordance with Company instructions. Layouts prepared in any other format are subject to additional billing. Company will request customer authorization before proceeding with any corrections over \$75.00. Company reserves the right to correct any errors up to \$75.00 without prior approval. The electronic file submitted will serve as the proof. In the event a hard copy is submitted and there is a discrepancy between the hard copy and the electronic file, Company will consider the electronic file as the correct version of the document. All adjustments made by Company to the digital file will be considered corrections and charged accordingly. Quoted prices apply to only those books submitted in accordance with Company's specifications as detailed in the instructions. Customer will be notified if files fail to meet necessary criteria during the preflight process at Company. Customer may choose to fix the problem or may authorize Company to make the necessary corrections; however, Customer will be charged on a time and material basis. Once the book successfully completes preflight, the delivery date will be reassigned to the next available delivery date. To maintain book delivery schedule, the above plan will be strictly enforced. There will be no exceptions. Because of differences in equipment, paper, inks and other conditions between hard copy proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance. Company cannot be held responsible for page-to-page variation caused by abrupt ink density changes in the customer's design.

PRODUCTION PLAN REQUIREMENTS.

Pictavo™ Plan: Customer will furnish Pictavo files per the instructions for Pictavo. The electronic file submitted will serve as the proof. Customer will not receive a proof prior to printing unless a proof has been requested at sign-up time and the additional cost and production time have been approved. Company reserves the right to correct any errors up to \$75 without prior approval. Company reserves the right to return any book that does not meet our standards as listed in the Pictavo software program. Resubmission of a Pictavo file will incur a \$75 charge plus additional production time. Portraits and text file must meet the Company's specifications.

Contact the Company for these specifications. Company does not color correct any files submitted by customer. All Terms and Conditions related to the use of Pictavo are governed by the Company's Terms and Conditions of Use available at www.pictavo.com.

PROOFS.

Proofs are \$.50 per page (minimum of \$25) plus shipping. Customer corrections are billable based on the type of correction and time to fix (ranging from \$7 to \$0.25 each).

DEADLINES.

Company will furnish a CONFIRMATION NOTICE indicating the anticipated delivery date and deadline for submitting book materials. Failure to meet the submission deadline for books with correction work will result in rescheduling the delivery date.

PRICE AND PAYMENT TERMS.

(a) The prices payable by Customer for goods and services to be supplied by the Company are specified in the first page of this Agreement and may include additional charges set forth in the Special Conditions. Unless otherwise expressly stated, all prices exclude shipping and taxes. Applicable sales taxes will be charged unless Customer provides satisfactory evidence of exemption from such taxes. A number of States do not exempt schools from the requirement to collect sales tax on sales. It is the sole responsibility of Customer to collect and remit sales tax on its distribution or resale of yearbooks based upon sales tax regulations in its State. Sales tax is not included in contract price; (b) Payment terms: Forty per cent (40%) of base contract price on December 1, additional Forty per cent (40%) of base contract price on April 1. Company will issue an invoice to Customer for remaining balance due upon delivery of yearbooks payable in full net fifteen (15) calendar days from the date of the invoice. If Customer does not pay an invoiced amount within terms, Customer will in addition pay finance charges of one and one-half percent (1.5%) per month on the late balance and the Company reserves the right to (1) withhold shipment of the work until full payment is made, and/or (2) revoke any credit extended to Customer. Should it become necessary for Company to institute collection procedures, Customer agrees to pay all costs of collection including all attorney's fees incurred by Company. (c) Pricing schedules (whether set forth in this Agreement or a separate document) are subject to change upon a change in the price of applicable raw materials (as reflected on a recognized trade or commodity pricing tracker) in excess of five percent (5%) from the date of such schedule. (d) Unless otherwise specified in herein the work will be delivered FOB at the manufacturing facility and will be shipped to Customer via carrier selected by Company.

WARRANTY.

The Company warrants that the work shall reasonably conform to written agreed upon specifications in all material respects. If applicable, and at the Company's option, the Company may provide Customer with an on-line printing proof for Customer approval. If a proof has been provided, once Customer approves a proof, Customer will be liable for all fees associated with the Order, as specified in the Order. If Customer supplies the Company stock or items for imprinting as part of the Order, the Company is not responsible for issues related to the quality of the stock or items for imprinting. OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION, THE COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED OR OTHERWISE WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES THAT THE SERVICES PERFORMED OR ANY ITEMS PRODUCED WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; WILL BE MERCHANTABLE, OR WILL BE FIT FOR ANY PARTICULAR PURPOSE OR USE. In the event of any breach of any warranty specified in this provision, the Customer's exclusive remedy shall be that the Company shall, at the Company's option, repair or replace any defective goods at no cost to the Customer or refund any purchase price paid for such work.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR INCIDENTAL SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES AND THE TOTAL LIABILITY, IF ANY, OF COMPANY FOR DAMAGES UNDER THIS AGREEMENT AND THE ORDER SHALL BE LIMITED TO THE TOTAL FEES DUE HEREUNDER FOR THE INVOICE UPON WHICH A CLAIM IS BASED.

MISCELLANEOUS:

The person signing this Agreement represents that he/she has the authority to execute this Agreement on behalf of Customer. Customer represents that this is a binding Agreement between the parties hereto and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the pricing and schedule set forth herein, represents the entire agreement between the parties. This Agreement and the services, rights and obligations herein may not be assigned or delegated, in whole or in part, without the express written consent of all parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any items or conditions, such terms and conditions shall be of no force or 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.

AMERICAN YRBK

Printing Agreement

School ID: NEW

School: Broken Arrow Oak Crest Elementary School

Address: 405 E Richmond St

City: Broken Arrow St: OK Zip: 74012

Phone: (918) 259-4450

Contact: Janet Brown & Terresa Petitt

Contact Email:
jlbrown@baschools.org & tlpetitt@baschools.org

Term: ☐ 2023 ☒ 2024 ☐ 2025 ☐ 2026 ☐ 2027

Creation Method: Pictavo

Trim Size: 8

Copies: 200

Pages: 60

Cover: ☐ Hard ☒ Soft

Applications: N/A

Lamination: Gloss

Binding: ☒ Saddle Stitched ☐ Perfect Bound ☐ Smyth Sewn

Endsheets: N/A

Paper: 80# Gloss

Proofs: Yes ☒ No ☐ Self Proof in Pictavo

Deadline: 6 Weeks Before Delivery

Ship Date: 6 weeks after page submission

School Representative Signature

School Representative (print name)

American YRBK Representative Signature

American YRBK (print name)

Additional Specifications:

Shipping of 200 Copies not to exceed \$325 for 2023-2024

(Shipping is not included in the price below)

TOTAL CONTRACT PRICE: \$3,872 or \$19.36 per copy

TERMS AND CONDITIONS.

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PROOFS.

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DEADLINES.

Company will furnish a CONFIRMATION NOTICE indicating the anticipated delivery date and deadline for submitting book materials. Failure to meet the submission deadline for books with correction work will result in rescheduling the delivery date.

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WARRANTY.

The Company warrants that the work shall reasonably conform to written agreed upon specifications in all material respects. If applicable, and at the Company's option, the Company may provide Customer with an on-line printing proof for Customer approval. If a proof has been provided, once Customer approves a proof, Customer will be liable for all fees associated with the Order, as specified in the Order. If Customer supplies the Company stock or items for imprinting as part of the Order, the Company is not responsible for issues related to the quality of the stock or items for imprinting. OTHER THAN THE WARRANTIES SET FORTH IN THIS SECTION, THE COMPANY MAKES NO WARRANTY OF ANY KIND. EXPRESSED OR IMPLIED OR OTHERWISE WHATSOEVER, INCLUDING ANY IMPLIED WARRANTIES THAT THE SERVICES PERFORMED OR ANY ITEMS PRODUCED WILL NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES; WILL BE MERCHANTABLE, OR WILL BE FIT FOR ANY PARTICULAR PURPOSE OR USE. In the event of any breach of any warranty specified in this provision, the Customer's exclusive remedy shall be that the Company shall, at the Company's option, repair or replace any defective goods at no cost to the Customer or refund any purchase price paid for such work.

LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR INCIDENTAL SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES AND THE TOTAL LIABILITY, IF ANY OF COMPANY FOR DAMAGES UNDER THIS AGREEMENT AND THE ORDER SHALL BE LIMITED TO THE TOTAL FEES DUE HEREUNDER FOR THE INVOICE UPON WHICH A CLAIM IS BASED.

MISCELLANEOUS:

The person signing this Agreement represents that he/she has the authority to execute this Agreement on behalf of Customer. Customer represents that this is a binding Agreement between the parties hereto and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the pricing and schedule set forth herein, represents the entire agreement between the parties. This Agreement and the services, rights and obligations herein may not be assigned or delegated, in whole or in part, without the express written consent of all parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, such terms and conditions shall be of no force or 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.