



HERFF JONES

R138147  
10-17-23

Susan Heffran and Jaclyn Holman  
2603 Grande Camino - Walnut Creek, CA 94598-3426  
(805) 570-9660 - picapower@herffjones.com

# PRINTING AGREEMENT

Date: 12/21/2022

Year(s) Covered:  2024  2025  2026  2027  2028  
 New  Renewal

This agreement must be submitted to the printing plant no later than Feb 15, 2023 to receive the early renewal discount.

Subject to the terms hereof, the Customer (school) named below hereby engages HERFF JONES, Inc., and Herff Jones agrees, to print and bind the specified publication during the Years Covered (specified above).

### School Name: College Park High School

Address: 201 Viking Drive  
City/State/Zip: Pleasant Hill, CA 94523  
Job Number: 12547  
Title/Publication:  
Current Enrollment: 1892

### Specifications

Program: 900 All Color  
Trim Size: 9 X 12  
Pages: 260  
Copies: 800  
Submission Method: Web (eDesign)  
Cover: Litho  
Cover Proof 4-C Match Profiled (100% to Size, Mounted)

RECEIVED  
12-21-22  
SCHOOL SUPPORT  
DIRECTOR, SECONDARY ED

### Correspond With

Name: Zachary Sesar  
Title: Yearbook Adviser  
Address: 201 Viking Dr  
City/State/Zip: Pleasant Hill, CA 94523-1809  
Phone Number:  
Fax Number:  
Email: sesarz@mdusd.org

Binding: Rounded & Backed

Endsheet: Vibracolor  
Digital E/S Proof in Write

Paper: 100# Gloss

Proofs: Self Proof (eDesign)

### Send Invoice To

Name: Zachary Sesar *Cheri Cheng*  
Title: Yearbook Adviser *cheng@mdusd.org*  
Address: 201 Viking Dr  
City/State/Zip: Pleasant Hill, CA 94523-1809  
Phone Number:  
Tax Exemption Number:  
Pre-Payment Option Desired:  Yes  No

Base Price: \$67,122.00

### Additional Features

Full-color litho cover - early renewal bonus \$0.00  
Early Renewal Discount -\$3,196.00

Printing Agreement Total: \$63,926.00

### Shipping Information

Requested Book Ship Date: May 11, 2024  
Ship Book To: Zachary Sesar  
Requested Kit Ship Date: June 04, 2022  
Ship Kit To: Zachary Sesar

40% Nov 26  
50% March  
10% Final after books

Tax and shipping are additional - approximately \$9,332. Prepay Printing Agreement Total by November 1, 2021, and receive a credit on your final invoice of \$1,917.

This agreement is subject to the terms shown on the reverse side and is binding on Herff Jones and the Customer for the Years Covered, subject to such terms.

### YEARBOOK PLANT USE

Customer Number \_\_\_\_\_ Date Received \_\_\_\_\_

X   
Kevin Honey, Principal

Zachary Sesar Yearbook Adviser

Jaclyn Holman Representing Herff Jones

X   
Susan Heffran District 11/7/23

R 138147

### Terms and Conditions of This Yearbook Printing Agreement

This Yearbook Printing Agreement will be governed by Indiana law. The "Years Covered" by this Yearbook Printing Agreement are shown at the top of the facing page. The Base Specifications on the facing page apply to the publication for the first Year Covered and shall likewise apply to each Book(s) for each subsequent Year Covered, as applicable, unless modified specifications for subsequent years are agreed in writing (Modified Base Specifications"). Modified Base Specifications shall be conclusively authorized by Customer when signed only by an Authorized School Representative named on the facing page (or his or her successor). Base Specifications (or any Modified Base Specifications) shall only become final and binding upon Herff Jones upon written acceptance by the Herff Jones printing facility of such specifications (including price). Herff Jones' printing facility will determine shipment date upon confirmation of specifications for a Year Covered. For each Year Covered after the first year, the deadline for submission of Modified Specifications is October 1 of the prior school year. If Customer has not provided signed Modified Specifications by such date, the Base Specifications on the facing page shall apply to such Year Covered and Herff Jones shall print the Book(s) for such year on such basis. Customer agrees to prepare all copy in strict accordance with instructions and materials furnished by Herff Jones.

If this Yearbook Printing Agreement covers more than one (1) year, then, Herff Jones shall provide to Customer fifteen (15) additional copies of each year's Book free of charge for the term of the Yearbook Printing Agreement. If this Yearbook Printing Agreement covers more than one (1) year, Customer acknowledges that Herff Jones is relying upon Customer's commitment herein for the following: To purchase supplies of paper, ink, and cover manufacturing materials; To determine staffing levels based upon expected production demands and timelines, given known capacities; To make financial investments in its programs, processes and technology improvements.

Herff Jones will not be liable for losses or delays as a result of strikes, accidents, acts of God, government restrictions, or any other cause beyond its control and such delays shall not constitute a breach of contract.

Ship Date will be maintained as specified herein, provided that the Submission Deadlines approved and/or published by Herff Jones have been met as specified. Ship Date for subsequent years covered will remain in same week, adjusted for calendar date shift. All shipments are F.O.B. the printing facility, including extra copies should they be available.

For each year covered, Customer agrees to pay a first deposit equal to 40% of the total contract price at the time of the first copy deadline, and a second deposit equal to 50% of the total contract price at the time of the final copy deadline, bringing the total deposits to 90% of the contract price. All final invoices will be issued upon shipment of the books and are due upon receipt of the invoice. A service charge of 1.5% per month (18% annual percentage rate) will be applied on all unpaid balances after 90 days.

Customer represents and warrants that it has all necessary rights to any materials provided to Herff Jones for inclusion in Customer's Book(s). Customer will not provide any materials to Herff Jones which are or may be in violation of any right of any third party, including copyright. Herff Jones does not knowingly intend to print any material which is in violation of any copyright or proprietary rights, or is tortious or illegal. Herff Jones reserves the right to refuse to print or otherwise prepare for publication any material which, in its sole discretion, could result in legal liability, and such refusal shall not constitute a breach of contract. To the extent permitted by the laws of the state in which Customer is located (as identified herein), Customer agrees to indemnify, defend, and hold harmless Herff Jones and its agents or employees in connection with claims, suits, damages, losses, liabilities, costs and expenses, including attorneys' fees resulting from or arising out of printing of any material submitted to Herff Jones by Customer or its representative.

Customer acknowledges and agrees that Herff Jones may use reproduction, samples or copies of Customer's Book(s) for educational, recognition, marketing or other promotional purposes without compensation to Customer. Any future sales of the Book(s) or other uses of the Book(s) may be made by Herff Jones in its sole discretion and without any compensation to Customer.

If Customer elects to use Herff Jones' proprietary computer software (eDesign) to submit copy for the Book(s) to Herff Jones (the "eDesign System"), then Customer agrees as follows:

- a) Herff Jones will provide Customer the eDesign System User Subscription Agreement and Privacy Agreement (the "eDesign Agreements");
- b) Customer's acceptance of the eDesign Agreements creates a binding contract;
- c) any violation of the terms of the eDesign Agreements by Customer will constitute a default by Customer of the terms of this Yearbook Printing Agreement.

This Yearbook Printing Agreement and any amendments may be executed in one or more counterparts, all of which constitute one and the same instrument. Any such counterpart signature may be delivered by means of an application on a mobile device, attachment to electronic mail or other lawful electronic means and shall be treated in all respects as an original executed counterpart and shall have the same binding legal effect as if it were the original signed and delivered in person.

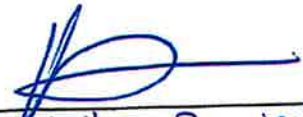
Initial below:



Your Yearbook Representatives



Yearbook Adviser



Kevin Honey, Principal

District