



Tim Benton  
- Herff Jones, WA  
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# PRINTING AGREEMENT

Year(s) Covered:  2023  2024  2025  2026  2027  
 New  Renewal

Date: 10/13/2021

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: Coeur d'Alene Charter Academy

Address: 4904 N. Duncan Drive  
City/State/Zip: Coeur D Alene, ID 83815  
Job Number: 6647  
Title/Publication:  
Current Enrollment: 700

### Specifications

Program: 700 All Color  
Trim Size: 7 3/4 X 10 1/2  
Pages: 168  
Copies: 420  
Submission Method: Web (eDesign)  
Cover: Vista Litho  
Four-Color Litho Cover  
Cover Proof 4-C Match Profiled (100% to Size, Mounted)  
Binding: Squarebacked  
Endsheet: Vibracolor White  
Paper: 100# Gloss  
Proofs: eProofs on CD (with 4-C hard copies)  
Self Proof (eDesign)

### Correspond With

Name : Emily Lynds  
Title: Yearbook Adviser  
Address: 4904 N Duncan Dr  
City/State/Zip: Coeur D' Alene, ID 83815  
Phone Number:  
Fax Number:  
Email: elynds@cdacharter.org

**Base Price: \$13,191.08**

**Shipping: Included**

**Printing Agreement Total: \$13,191.08**

### Send Invoice To

Name : Emily Lynds  
Title: Yearbook Adviser  
Address: 4904 N Duncan Dr  
City/State/Zip: Coeur D' Alene, ID 83815  
Phone Number:  
Tax Exemption Number: N/A  
Pre-Payment Option Desired:  Yes  No

### Shipping Information

Requested Book Ship Date: May 13, 2023  
Ship Book To : Emily Lynds  
Requested Kit Ship Date: May 21, 2022  
Ship Kit To : Emily Lynds

If Printing Agreement is for multiple years, annual increase to Printing Agreement Total not to exceed \_\_\_\_\_ for same specifications.

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 \_\_\_\_\_

  
\_\_\_\_\_  
Emily Lynds Yearbook Adviser  
  
\_\_\_\_\_  
Dan Nicklay Principal  
\_\_\_\_\_  
Tim Benton Representing Herff Jones

## 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:

\_\_\_\_\_  
Yearbook Representative

  
\_\_\_\_\_  
Yearbook Adviser

  
\_\_\_\_\_  
Principal