

PERRIS UNION HIGH SCHOOL DISTRICT

**AGREEMENT WITH WALSWORTH FOR YEARBOOK PUBLICATION SERVICES
AT HERITAGE HIGH SCHOOL - AMENDMENT NO. 4**

This Amendment to the Service Agreement, made and entered into this 18th day of June 2020, by and between the Perris Union High School District of Riverside County, California, hereinafter referred to as “DISTRICT” and Walsworth hereinafter referred to as “CONSULTANT”.

WHEREAS the DISTRICT and CONSULTANT entered into an Agreement to provide Yearbook Publication Services for Heritage High School on June 16, 2016.

NOW, THEREFORE, the parties agree as follows:

1. Modify Section 1: TERM of the Agreement as follows:
 - 1.1. TERM: The term of this Agreement shall be from July 1, 2020 to June 30, 2021.
 - 1.1.1. The agreement will not automatically renew.
 - 1.1.2. This Amendment No. 4 is the last renewal term per the original Agreement and in accordance with Education Code 17596.
 - 1.1.3. Written notice of consultant’s intent to renew a subsequent term and its related contract shall be delivered to the Director no later than May 1 of the current contract year. For example, contracts for the fourth term (2020-21 school year) must be delivered by May 1, 2020.
 - 1.1.4. The attached quoted price must be in effect for the 2020-21 school year.
 - 1.1.5. All contracts shall be signed by the Deputy Superintendent or Director of Purchasing for the Perris Union High School District and NOT anyone at the school site.
 - 1.1.6. Escalation costs for subsequent terms must be stated in writing and approved by the District prior to the new contract term.
2. Modify Section 13: FEE of the Agreement as follows:
 - 2.1. FEE: For Services and Products provided under the Agreement, Students will pay Contractor based on the rates set forth in the Walsworth Purchase Agreement, attached herein.
3. Modify Section 15: TERMINATION of the Agreement as follows:
 - 3.1. This Agreement may be terminated by District, for any reason, during the life of this Agreement, by giving thirty (30) days’ notice to Consultant. Said notice shall be in writing and shall be delivered to the addresses listed for the Consultant. The district retains the right to terminate this Agreement for convenience at any time. These termination rights include any event of school closure due to Force Majeure and/or events beyond the control of the District when the goods or services contracted for are no longer needed during the period of school closure. Due to significant budgetary shortfalls, the District is not in a position to pay for goods and services that cannot be delivered, used, or rendered. The consultant may terminate this Agreement only if District breaches this Agreement and shall give 30 days’ written notice to the District of its termination. Such notice shall be delivered to the District’s Designee and shall set forth reasons for the termination.

- 3.2. “*Force Majeure*” means any act or event that prevents or delays the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party has been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Force Majeure includes but is not limited to: (i) acts of God and other natural phenomena, such as storms, extraordinary seasonal conditions, tornados, hurricanes, floods, lightning, landslides, and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omission of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage or vandalism, epidemic, pandemic, terrorist acts, or rebellion; (iv) any industry or trade-wide national labor dispute or strike or any other strike or labor dispute not directed solely at a contractor or vendor; (v) any Utility power outage at the Premises; (vi) a reasonably unanticipated action, delay or failure to act by a Governmental Authority, including a moratorium on any activities related to this Agreement.

OBLIGATIONS UNDER THE AGREEMENT: The parties agree that all terms, conditions, and obligations of the agreement remain in effect throughout the Term except for those provisions of the agreement that are directly contradicted by this pricing change, in which event the terms of this extension shall control over the agreement.

SEVERABILITY: If any part or parts of this extension shall be held unenforceable for any reason, the remainder of the extension shall continue in full force and effect.

SIGNATURE PAGE TO FOLLOW

Yearbook Purchase Agreement

Walsworth®

Account	Heritage High School 26001 Briggs Rd Romoland, CA 92585-3230 US Riverside	Customer#	362184	Rep #	461A
		Sales Rep	Monica Loera		
		Job#	TBD		
		Active Job#			
		Opportunity	2021 Heritage High School Renewal		
		Type	Yearbook		

Yearbook Contact	Rachel Markham	Admin Contact	Rachel Markham
Title	Yearbook Adviser	Title	Yearbook Adviser
Phone		Phone	
Email	rachel.markham@puhsd.org	Email	rachel.markham@puhsd.org

Delivery	Spring	Account Status	Renewal
Requested Ship Week	05/22/21	Delivery Year	2021
Ship date is dependent upon customer meeting copy and proof return deadlines. Delivery is planned by the end of the following week.		Beginning year of term	
Term Agreement		Total years of term	
Note terms and conditions of Term Agreement in Additional field below		Current year of term	

Yearbook Specifications					
Program Size	Color Fusion 9	# of Copies	525	# of Pages	224
Board Weight	160 Pt.	Paper	100# Legend Gloss	UV Coating	<input type="checkbox"/>
Binding	Smyth-Sewn	Other Paper Choice by Sign	<input type="checkbox"/>	UV Coating # of	
Submission	Online Design	Paper Choice		Page Aspect	Normal
Proofs	Proofs on Demand	Other Paper Choice		Width	
Cover	Color with use of materials listed on Bid/Virtual Cover. Session Due October 28	Apply to Signatures		Height	
Endsheet	4 Color custom design different front and back	Apply to Signatures		Scented Varnish	<input type="checkbox"/>
Additional					

Year in Review

Quantity: Placement: Size: Same as Yearbook
Billing Instructions: Page#:

Autograph Supplement

Quantity: Placement: Size:
Billing Instructions: Page#:

Unprinted Autograph Supplement

Quantity: Placement: Size:
Billing Instructions: Page#:

Clear Book Protectors

Quantity: Placement: Size:
Billing Instructions:

This Purchase Agreement includes and is subject to the school yearbook plan selected by the Customer as well as the terms and conditions on this and the following page(s).

Price **\$29,059.00**
F.O.B. printer

(Authorized Signature) Date



5/20/20

(Second Authorized Signature) Date (Walsworth Authorized Signature) Date

This Agreement is entered into between Walsworth Publishing Company, Inc. ("Company") and the customer listed on the reverse side ("Customer"). **Once accepted by the Company, this Agreement becomes a binding contract between the Company and the Customer.** Any changes to the Agreement must be approved by both parties and must be in writing.

BASE OFFER - All yearbooks to be bound with covers as designated on the reverse side. The Customer to prepare and furnish photographs, illustrations and typed copy according to instructional information contained in the Publishing Kit and our online resources.

SPECIAL NOTE - Should the number of yearbooks subject to this Agreement increase or decrease by more than 100 copies, the base cost figure is subject to change. Please consult your representative or the Company for the corrected base cost figure. Additional copies and/or options listed on the reverse side may be ordered in the exact quantities required, but additional pages are available only in four-page or eight-page increments, depending upon the program.

DEADLINES AND DELIVERY - A deadline schedule based on the Customer's requirements will be sent directly to the Customer at the beginning of each school year. Failure to adhere to these guidelines could result in an altered delivery schedule and/or extra charges.

COPY - Copy shall be sent by the Customer in finished form ready for processing. Copy, artwork and photos will not be edited, redone or retouched, unless specifically requested. The Company reserves the right to return to the Customer copy improperly prepared or unlikely to reproduce satisfactorily.

PAYMENT - An initial deposit of **35%** of the Agreement amount is due on or before **October 1** for spring delivery, or at the time the Agreement is signed as customary down payment. For summer/fall delivery, **35%** of the Agreement amount is due with your first copy submission or by **February 1**. An additional deposit of **45%** of the Agreement cost is due **February 1** for spring delivery and **May 1** for summer/fall delivery. All deposits, equal to at least 80% of the Agreement price, must be paid before the book ships. The final amount is due upon receipt of the final invoice. The Customer is responsible for all applicable sales or use taxes. Online Sales for book and ads will be credited to the school's deposit account minus applicable service fees and taxes. If the Customer has instructed in writing the Company to collect sales tax for online sales, the Company will periodically remit such funds to the Customer so that the Customer can remit those funds to the applicable taxing authorities.

ARTWORK - Professional artwork is available upon request at a reasonable rate. The Company may insert an ad logo without cost to the Customer or the Company. The Company will make a sincere effort to return all the original copy including photographs and artwork; however, we assume no responsibility for their loss or damage.

ADDITIONAL SERVICES CHARGES - Upon Customer request, correction work to photos and/or layouts can be done by the Company and will be charged for on a scheduled basis.

PREPARATORY MATERIALS - Plates are the property of the Customer and will be stored by the Company for a period of 30 days. Unless notified differently by the Customer, all plates will be destroyed after this 30-day period. The Customer understands and agrees that all dies, including those for which a charge has been made, remain the property of the Company.

AUTHORITY - Customer represents and warrants to the Company that (a) the Customer has the right and authority to enter into this Agreement and (b) the person signing this Agreement on behalf of the Customer has the right and authority to sign this Agreement and to bind the Customer thereby.

CUSTOMER INDEMNIFICATION - Since the Company exercises no editorial control over the content of the yearbook, including copy, photos and graphics, Customer agrees to protect the Company from economic loss and any other harmful consequences that could arise in connection with the creation, production and publishing of the yearbook or related materials. This means that Customer agrees, to the extent allowed by applicable state law, to hold the Company harmless and save, indemnify and defend the Company against all claims, demands, actions and proceedings on any and all grounds including without limitation all claims for liability, damages, costs and attorneys' fees. This will apply regardless of responsibility for negligence.

CUSTOMER REPRESENTATIONS AND WARRANTIES - Customer represents and warrants that the subject matter of the yearbook, including advertisements and student appreciation pages, is not copyrighted by a third party and that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer also represents and warrants that the yearbook and related materials do not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Company reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous or improper.

ABILITY TO REPRODUCE OR DIGITIZE - The Company is hereby granted the perpetual right and license to use, reprint, reproduce or duplicate the Customer's cover design and materials in any manner or format (in whole or in part) including any commercial activity for any business purpose (such as Company sales, marketing, web sites, promotional literature, digitizing, samples and for use in other products), in each case without additional compensation to, or obtaining any consent from, Customer or any parents, students or third parties. Further, the Company is hereby granted the perpetual right and license to reproduce or digitize all or part of the Customer's yearbook in any manner or format (in whole or in part) at any time in the future, and offer it for sale, all without compensation to, or obtaining any consent from, the Customer or any parents, students or third parties. The Customer will take such steps as are necessary to assure such rights to the Company, including obtaining any necessary licenses.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES - EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS. You are advised to verify your work. In no event will the Company be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use the software or documentation, even if advised of the possibility of such damages. The liability of the Company, if any, for damages relating to any defective product shall be limited to the Agreement price paid for such product.