

PERRIS UNION HIGH SCHOOL DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES - AMENDMENT NO. 1

This Amendment to the Service Agreement, made and entered into this 19th day of May 2022, 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 for Yearbook Publication Services at Liberty High School on June 17, 2021.

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, 2022, to June 30, 2023.
 - 1.1.1. The contract may be renewed annually upon mutual consent expressed in writing by the District and Contractor for up to three (3) additional one (1) year terms in accordance with Education Code 17596.
 - 1.1.2. The agreement will not automatically renew.
 - 1.1.3. Quoted prices must be in effect for all orders during the initial term.
 - 1.1.4. 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.
 - 1.1.5. Escalation costs for subsequent terms must be stated in writing and approved by the District prior to the new contract term.
2. Modify Section 15: TERMINATION of the Agreement as follows:
 - 2.1. 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.
 - 2.2. “*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

EXHIBIT A

2022-23 Rates

Yearbook Purchase Agreement

Walsworth yearbooks

Account Liberty High School
32255 Leon Road
Winchester, CA 92596

Customer# 388084
Sales rep Monica Loera
Job#

Yearbook Contact Alisa Wargo
Title Yearbook Adviser
Phone
Email alisa.wargo@puhsd.org

Admin Contact Erika Tejeda
Title Principal
Phone 9519405447
Email erika.tejeda@puhsd.org

Delivery Spring

Requested Ship Week 05/14/23

Ship date is dependent upon customer meeting copy and proof return deadlines.
Delivery is planned by the end of the following week.
Term Agreement
Note terms and conditions of Term Agreement in Additional field below

Account Status

Delivery Year 2023

Beginning year of term

Total years of term

Current year of term

Yearbook Specifications

Program Size	All Pro 9	Paper	100# Legend Gloss	UV Coating	<input type="checkbox"/>
# of Pages	176	Other Paper		UV Coating # of Pages	
# of Copies	600	Paper Choice by Sig	<input type="checkbox"/>	Page Aspect	Normal
Binding	Smyth-Sewn	Paper Choice		Width	
Submission	Online Design	Other Paper Choice		Height	
Proof	Proofs on Demand	Apply to Sig From		Scented Varnish	<input type="checkbox"/>
		Apply to Sig To			
Cover	Decorated/Upgraded cover				
Endsheet	Four-Color				
Additional	Tax and Shipping Included. Coast per book \$60.00, additional copies \$55.00 each. Grand Opening Yearbook marketing package, \$1,000.00 Teach or upgrade credit. Year in review included.				

Autograph Supplement

Quantity: Placement: Size:

Billing Instructions: Page:

Current Events Supplement

Type: Year In Review Placement: After All Other Items Size: 9 x 12

Quantity: 600 Page: Billing Instructions: Bill School's Yearbook Account

Unprinted Autograph Supplement

Quantity: Placement: Size:

Billing Instructions: Page:

Clear Book Protectors

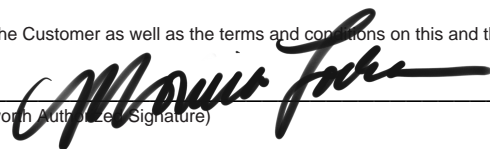
Quantity: Size:

Billing Instructions: Price: **\$36,000.00**

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).

(Authorized Signature)

(Walsworth Authorized Signature)



(Second Authorized Signature)

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, websites, 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.