

Agreement Terms

Sign Up Form

The completed Sign-up Form is subject to approval by Anderson's. A submitted Sign-up Form assures Anderson's the yearbook will be published with Anderson's during the current school year. A cancellation fee of \$50 applies when a yearbook kit is shipped and the yearbook is not submitted. An order cancelled after the yearbook is submitted and production has begun will be billed \$50 plus all production fees incurred up to the time of cancellation.

Instructions

Anderson's will provide the customer with online instructions and all materials needed for yearbook completion. Yearbook layouts must be prepared in accordance with Anderson's instructions. Layouts prepared in any other way are subject to additional billing. Anderson's will request customer authorization before proceeding with corrections over \$100. **Anderson's reserves the right to correct any errors up to \$100 without prior approval.**

Proofs

The electronic file submitted will serve as the proof. If a hard copy is also submitted and there is a discrepancy between the hard copy and the digital PDF file, Anderson's will consider the digital PDF as the correct version of the document. All adjustments made by Anderson's to the digital file will be considered corrections and charged accordingly. Proofs cost \$1 per page plus shipping. Customer corrections are \$8 per correction or \$21 for three or more corrections on the same page. Photo edits will be invoiced at \$76 per hour.

Prices and Delivery

Prices apply only to those yearbooks submitted in accordance with Anderson's specifications as detailed in the instructions. Customer will be notified if files fail to meet necessary criteria during the pre-printing process at Anderson's. Customer may choose to fix the problem or authorize Anderson's to make the necessary corrections and be charged on a time and material basis. Once the yearbook order has successfully completed the pre-printing process, the next available delivery date will be assigned. **To maintain yearbook delivery schedule, this plan will be strictly enforced. There will be no exceptions.**

Color

Due to 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 completed yearbooks is possible and considered acceptable performance. Anderson's 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 provide files per instructions from PICTAVO™. The electronic file submitted will serve as the proof. Customer will not receive a proof prior to printing unless requested at time of sign up, and additional cost and production time have been approved. **Anderson's reserves the right to correct any errors up to \$100 without prior approval.** Anderson's also reserves the right to return any yearbook

files that do not meet the 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 files must meet Anderson's specifications; contact Anderson's for specifications. Anderson's does not color correct any files submitted by customer.

Payment

Payment is due at the time the yearbook order is submitted, unless Anderson's has pre-approved customer for Open Account payment. Terms are net 30 days from the date of invoice with approved credit. Past due invoices will accrue finance charges of 1.5% per month or, if lower, the maximum rate allowed by law.

Overruns

Customer will be invoiced for the actual number of yearbooks ordered on the production form. Extra available yearbooks ordered after the initial shipment will be invoiced at the original cost plus shipping and cannot be returned or credited.

Deadlines

Anderson's will provide a CONFIRMATION NOTICE indicating the anticipated delivery date and the deadline for submitting yearbook materials. **Failure to meet the submission deadline for yearbooks with no correction work will result in a rescheduling of the delivery date.**

Credit Requests

All credit requests for the current school year must arrive at Anderson's no later than 60 days after shipment. Anderson's cannot honor credit requests received after that date. If credit requests pertain to an error on Anderson's part, the credit issued will not exceed the amount invoiced for the yearbook order. Anderson's cannot issue credit for late deliveries if the yearbook order did not comply with indicated production standards. Anderson's reserves the right to choose to fix Anderson's errors in yearbooks in lieu of issuing dollar credit amounts.

Copyrighted Material

Anderson's reserves the right to refuse to print any materials provided by its customers for any reason, including, but not limited to, materials determined by Anderson's, at its discretion, to be offensive, illegal, or in violation of any copyright or other proprietary rights. By submitting an order, and providing photos, trademarks, tradenames, images or other content to Anderson's (collectively, the "Customer Content"), the customer represents that it has the right to have the order printed, with the inclusion of Customer Content, and that Anderson's printing of the order, and the use of Customer Content, will not infringe the intellectual property right of any third party. Customer will defend, indemnify, and hold harmless Anderson's from any claims, costs, losses, or liability (including reasonable attorney's fees and expenses) arising out of or related to the Customer Content or the production of the order as directed by the customer. School hereby irrevocably authorizes Anderson's to utilize any School Materials, including finished products, for inclusion in Anderson's advertising, promotions, sales presentations, trade presentations used to promote Anderson's products or services. Without limiting the foregoing, such authori-

zation applies to any and all media formats now known or later devised with which Anderson's may choose to use the School Materials.

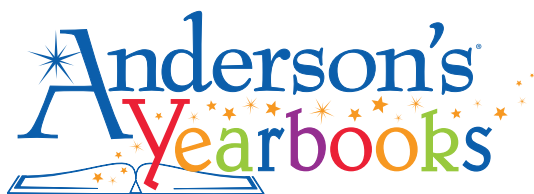
Miscellaneous

This agreement shall be deemed to have been negotiated, made, and entered into in the state of Minnesota and any and all performance hereunder, or breach thereof, shall be interpreted, governed, and construed pursuant to the laws of the state of Minnesota without reference to its choice of law provisions. The Parties hereto hereby acknowledge and consent to personal jurisdiction and venue exclusively in Nicollet county, Minnesota (in a federal or state court of competent jurisdiction) with respect to any action or proceeding brought in connection with this Agreement. This Agreement shall be binding upon the Parties, their representatives, successors, administrators, and assigns. The Agreement and the Services, rights and obligations herein may not be assigned or delegated in whole or part by either of the Parties or any third party without prior written consent of both of the Parties. The Parties agree that School is an independent contractor and not an employee, agent, or representative of Anderson's and this agreement does not constitute a partnership, joint venture, agency, employee/employer, or any other similar relationship between the parties. This Agreement constitutes and contains the entire agreement between the parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except on written consent of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document. All terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, shall so survive.



**Over 70% of
Anderson's Yearbooks
customers reorder the
following year!**

Please make a copy of these
Agreement Terms for your records!



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