## LISA LEWIS, DIRECTOR



STEPHANIE BONNETT, ASSISTANT FINANCE OFFICER NICOLE CURRY, ACCOUNTING SUPERVISOR

## **DEPARTMENT OF FINANCE**

TO:

Board Members 9

FROM:

Lisa Lewis, Director of Finance \

DATE:

November 8, 2023

RE:

Josten's School Agreements

The bid for the elementary and middle school yearbooks for fiscal year 2024 was approved at the September 2023 board meeting.

Attached please find the yearbook agreements for each elementary and middle school.

Job # 8661 (Use Physical 911 Address/No P.O. Boxes)  Customer Name: BULLITT LICK MIDDLE SCHOOL	The Customer has selected Jostens, Inc. to be thei the years identified (the "Term"). The parties agre	
Customer Name: BOELTT LICK MIDDLE SCHOOL Street Address: 555 W BLUE LICK RD		AUXAG Grandland and Little Co. 1
Street Address: 333 W 5252 ETCK ND  City: SHEPHERDSVILLE	<ul> <li>Jostens and the Customer will work together.</li> <li>specifications, completion deadlines, price, an</li> </ul>	o establish all yearbook I delivery schedules for each year
City:         Grade:         KY         Zip/Postal:         40165-5923	during the Term and subject to the terms and	conditions, Changes to the
Customer Phone: (502)869-5400	specifications may result in additional charges	on the final invoice.
Contact Name: Amber Threlkel	After this Agreement is signed, as the Custom Jostens will invest in and allocate resources to the Customer to help with the creation, produ	provide training and assistance to ction and marketing of the
Contact Role:	Customer's yearbook, including without limits layout, and merchandising,	tion the planning, content, theme,
Contact Email: amber.threlkel@bullitt.kyschools.us		A THE CONTRACT OF THE STATE OF
Contact Phone: (502) 869-5400	This agreement is subject to acceptance by Jostens terms and conditions found at:	and to Jostens' standard printing
The Term of this Agreement is for the following years:	https://jostens.secuse.torce.com/	<sup>t</sup> terns}lid≠YBKU\$
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Job # 8660 (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their	
Customer Name: BERNHEIM MIDDLE SCHOOL	the years identified (the "Tenn"). The parties agree	AS 1010WS:
Street Address: 700 AUDUBON DR City: SHEPHERDSVILLE	<ul> <li>Jostens and the Customer will work together to specifications, completion deadlines, price, and</li> </ul>	
	during the Term and subject to the terms and o	onditions. Changes to the
State: KY Zip/Postal: 40165	specifications may result in additional charges o	n the final invoice
Customer Phone: (502)869-4000	<ul> <li>After this Agreement is signed, as the Customer</li> </ul>	's exclusive yearbook provider
Contact Name: Katie Stephens	Jostens will invest in and allocate resources to p the Customer to help with the creation, product	
Contact Role: Principal	Customer's yearbook, including without limitati	
Contact Rose:  Contact Email: katie.stephens@bullitt.kyschools.us	layout, and merchandising.	
Contact Phone:	This agreement is subject to acceptance by Jostens a	nd to Jostens' standard printing
Contact I IIVIIC.	terms and conditions found at:	
	https://jostens.secure Dirce.com/li	orm'sPlid=YBKUS
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Job # 2914 (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be the the years identified (the "Tem"). The parties ago	
Customer Name: ZONETON MIDDLE SCHOOL Street Address: 797 OLD PRESTON HWY N		
Street Address:	<ul> <li>Jostens and the Customer will work together specifications, completion deadlines, price, an</li> </ul>	
State: KY Zip/Postal: 40165	during the Term and subject to the terms and specifications may result in additional charges	
Customer Phone: (502)869-4400		
Contact Name: Lesley Chadwell Contact Role: Principal	After this Agreement is signed, as the Custom Jostens will invest in and allocate resources to the Customer to help with the creation, produ Customer's yearbook, including without limit.	provide training and assistance to iction and marketing of the
Contact Email: lesley.chadwell@bullitt.kyschools.us	layout, and merchandising.	
Contact Phone: (502) 869-4400	This agreement is subject to acceptance by Jostons terms and conditions found at:	and to Jostens' standard printing
The Term of this Agreement is for the following years:  (Specifications subject to annual review)	X SIGNATURE OF CUSTOMER AUTHORIZED	
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Job # 8670 (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their exc	histor translation occurring for
Customer Name: MOUNT WASHINGTON MIDDLE SCHOOL	the years identified (the "Term"). The parties agree as	
Street Address: 269 WATER ST	Jostens and the Customer will work together to es	tablish all vearbook
City: MOUNT WASHINGTON	specifications, completion deadlines, price, and de	ivery schedules for each year
State: KY Zip/Postal: 40047	during the Term and subject to the terms and con- specifications may result in additional charges on t	
Customer Phone: (502)869-5200		
Contact Name: CHERYL HUTCHINS	After this Agreement is signed, as the Customer's Jostens will invest in and allocate resources to pro- the Customer to help with the creation, production Customer's yearbook, including without limitation	vide training and assistance to and marketing of the
Contact Role: Adviser Contact Email: cheryl.hutchins@bullitt.kyschools.us	layout, and merchandising,	
Contact Email: (502) 869-5200	This agreement is subject to acceptance by Jostens and terms and conditions found at:	to Justens' standard printing
The Term of this Agreement is for the following years: (Specifications subject to annual review)	X SIGNATURE OF CUSTOMER AUTHORIZED RE	
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(Louisias only, not per book suriously	School Type: Public	
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Additional Notes/Specifications (include Shipping Address if different that	n above address):	
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Job # 8770 (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their e the years identified (the "Term"). The parties agree	xclusive yearbook provider for
Customer Name: HEBRON MIDDLE SCHOOL		
Street Address: 3300 E HEBRON LANE  City: SHEPHERDSVILLE	<ul> <li>Jostens and the Customer will work together to specifications; completion deadlines, price, and c</li> </ul>	establish all yearbook lelivery schedules for each vear
	during the Term and subject to the terms and co	nditions. Changes to the
State: KY Zip/Postal: 40165-9804  Customer Phone: (502)869-4200	specifications may result in additional charges or	the final invoice.
	After this Agreement is signed, as the Customer Jostens will invest in and allocate resources to pre-	ovide training and assistance to
Contact Name: Beverly Stangel	the Customer to help with the creation, product Customer's yearbook, including without limitation	on and marketing of the
Contact Role: Adviser	layout, and merchandising	
Contact Email: beverly.stangel@bullitt.kyschools.us Contact Phone: (502) 869-4200	This agreement is subject to acceptance by Jostens at terms and conditions found at:	id to Jostens' standard printing
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Job # 2910 (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:
Customer Name: EASTSIDE MIDDLE SCHOOL	ine years definited (the term y the parties agrees a tour wi
Street Address: 6925 HWY 44 EAST	Jostens and the Customer will work together to establish all yearbook
City: MOUNT WASHINGTON	specifications, completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions. Changes to the
State: KY Zip/Postal: 40047	specifications may result in additional charges on the final invoice.
Customer Phone: (502)869-5000	② After this Agreement is signed, as the Customer's exclusive yearbook provider
Contact Name: Sheila Hendricks	Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the
Contact Role: Yearbook Adviser	Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
Contact Email: sheila.hendricks@bullitt.kyschools.us	rayout, and merchandishis.
Contact Phone: (502) 869-5000	This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions found at:
	http://jostens.secure.force.com/texnss/lid=YBKUS
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Job # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for
Customer Name: CEDAR GROVE ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree as follows:
Street Address: RR 9	• Jostens and the Customer will work together to establish all yearbook
City: SHEPHERDSVILLE	specifications, completion deadlines, price, and delivery schedules for each year
State: KY Zip/Postal: 40165	during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.
Customer Phone: (502)869-3800	
Customer Phone. T	After this Agreement is signed, as the Customer's exclusive yearbook provider
Contact Name: James Slaven	Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the
Contact Role: Principal	Customer's yearbook, including without limitation the planning, content, theme,
Contact Email: james.slaven@bullitt.kyschools.us	layout, and merchandising.
Contact Phone: (502) 869-3800	This agreement is subject to acceptance by Jostens and to Jostens' standard printing
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Customer Name: BROOKS ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree	s follows:
Street Address: 1800 E BLUE LICK ROAD	O Jostens and the Customer will work together to	establish all yearbook
City: SHEPHERDSVILLE	specifications, completion deadlines, price, and d during the Term and subject to the terms and co	
State: KY Zip/Postal: 40165-9804	specifications may result in additional charges on	
Customer Phone: (502)869-2000	After this Agreement is signed, as the Customer'	s exclusive veathook provider
Potty la Davie	Jostens will invest in and allocate resources to pr	ovide training and assistance to
Contact Name: Betty Jo Davis	the Customer to help with the creation, producti Customer's yearbook, including without limitatio	
Contact Role: Principal	layout, and merchandising.	
Contact Email: bettyjo.davis@bullitt.kyschools.us Contact Phone: (502) 869-2000	This agreement is subject to acceptance by Jostens an	id to lostens' standard printing
Contact Phone: (102) 403-2000	terms and conditions found at:	
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Customer Name: SHEPHERDSVILLE ELEMENTARY SCHOOL	the years identified (the "Tem"). The parties agree	ás follows:
Street Address: 527 W BLUE LICK RD	• Jostens and the Customer will work together to	establish all yearbook
City: SHEPHERDSVILLE	specifications, completion deadlines, price, and	delivery schedules for each year
State: KY Zip/Postal: 40165	during the Term and subject to the terms and c specifications may result in additional charges o	
Customer Phone: (502)869-7000		
Customer Phone: (4-4-7-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4-4	<ul> <li>After this Agreement is signed, as the Custome</li> </ul>	
Contact Name: Jason Baragary	Jostens will invest in and allocate resources to p the Customer to help with the creation, produc	
	Customer's yearbook, including without limitat	
Contact Role: Principal	layout, and merchandising.	
Contact Email: Jason.baragary@bullitt.kyschools.us	This agreement is subject to acceptance by Jostens :	nd to Tostens' standard printing
Contact Phone: (502) 869-7000	terms and conditions found at:	
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Job # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their the years identified (the 'Term'). The parties agree	
Customer Name: ROBY ELEMENTARY SCHOOL		and the second state of the second second
Street Address: 1148 HWY 44 East	<ul> <li>Jostens and the Customer will work together t specifications, completion deadlines, price, and</li> </ul>	
City: SHEPHERDSVILLE	during the Term and subject to the terms and	conditions. Changes to the
State: KY Zip/Postal: 40165	specifications may result in additional charges	on the final invoice.
Customer Phone: (502)869-7200	<ul> <li>After this Agreement is signed, as the Custom</li> </ul>	er's exclusive yearbook provider
Hannah Scott	Jostens will invest in and allocate resources to	provide training and assistance to
Contact Name: Hannah Scott	the Customer to help with the creation, produ Customer's yearbook, including without limits	iction and marketing of the ition the planning, content, theme,
Contact Role: Principal Contact Email: hannah.scott@bullitt.kyschools.us	layout, and merchandising.	
Contact Email: 11011101110111011101110111011101110111	This agreement is subject to acceptance by Jostens	and to lostens' standard printing
Contact Phone: (502) 869-7200	terms and conditions found at:	
	https://jostens.secury.force.com/	/terms2lul=VRKUS
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The Term of this Agreement is for the following years:  (Specifications subject to annual review)	$\times$	
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Job # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their exc	hisive vearbook provider for
Customer Name: PLEASANT GROVE ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree as	
Street Address: 6415 HIGHWAY 44 EAST	Jostens and the Customer will work together to establish all yearbook	
City: MOUNT WASHINGTON	specifications, completion deadlines, price, and del during the Term and subject to the terms and conc	
State: KY Zip/Postal: 40047	specifications may result in additional charges on the	he final invoice.
Customer Phone: (502)869-3400	After this Agreement is signed, as the Customer's	
	Jostens will invest in and allocate resources to prov	vide training and assistance to
Contact Name: Dionna Bickley	the Customer to help with the creation, production Customer's yearbook, including without limitation	) and marketing of the the planning, content, theme,
Contact Role: Principal Contact Email: dionna.ickley@bullitt.kyschools.us	layout, and merchandising.	100
Contact Phone: (502) 869-3400	This agreement is subject to acceptance by Jostens and terms and conditions found at:	to Jostens' standard printing
	htps://jostens.secure.torco.com/term	nsPlid=YBKÜS
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(Allow 2 weeks for processing)	Type Order: Elementary	
Proposed Budget: \$4356.00 (Dollars only, not per book amount)	School Type: Public	
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	Yearbook included in Tuition:	
Additional Notes/Specifications (include Shipping Address if different that	an above address):	
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Job # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for
Customer Name: OVERDALE ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree as follows:
Street Address: 80 OVERDALE DR	Jostens and the Customer will work together to establish all yearbook
Street Address:	specifications, completion deadlines, price, and delivery schedules for each year
City: LOUISVILLE	during the Term and subject to the terms and conditions. Changes to the
State: KY Zip/Postal: 40229-3199	specifications may result in additional charges on the final invoice.
Customer Phone: (502)869-2800	After this Agreement is signed, as the Customer's exclusive yearbook provider
	After this Agreement is signed, as the Customer's exclusive yearbook provider  Jostens will invest in and allocate resources to provide training and assistance to
Contact Name: Tonya Holt	the Customer to help with the creation, production and marketing of the
Contact Name: Dringing!	Customer's yearbook, including without limitation the planning, content, theme,
Contact Role: Principal	layout, and merchandising.
Contact Rmail: tonya.holt@bullitt.kyschools.us	
Contact Phone: (502) 869-2800	This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions found at:
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Job # (Use Physical 911 Address/No P.O. Boxes) Customer Name: OLD MILL ELEMENTARY SCHOOL	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:
Street Address: 11540 HWY 44 E	Jossens and the Customer will work together to establish all yearbook
City: MOUNT WASHINGTON	specifications, completion deadlines, price, and delivery schedules for each year
State: KY Zip/Postal: 40047-0348	during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.
Customer Phone: (502)869-3200	
Customer Phone: 1	O After this Agreement is signed, as the Customer's exclusive yearbook provider. Jostens will invest in and allocate resources to provide training and assistance to
Contact Name: Brittany Joiner	the Gustomer to help with the creation, production and marketing of the
Contact Role. Principal	Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
Contact Email: brittany.joiner@bullitt.kyschools.us	
Contact Phone: (502) 869-3200	This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions found at:
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Job # (Use Physical 911 Address/No P.O. Boxes)  Customer Name: NICHOLS ELEMENTARY SCHOOL	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:	
Customer Name: 10665 HIGHWAY 44 W	Jostens and the Customer will work together to establish all yearbook     specifications, completion deadlines, price, and delivery schedules for each year	
Street Address: 10005 (10777777777777777777777777777777777777		
City: WEST POINT	during the Term and subject to the terms and conditions. Changes to the	
State: KY Zip/Postal: 40177-6909	specifications may result in additional charges on the final invoice.	
Customer Phone: (502)869-2600	After this Agreement is signed, as the Customer's exclusive yearbook provider	
	Tostens will invest in and allocate resources to provide training and assistance to	
Contact Name: Anne Marie Landry	the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme,	
Contact Role: Principal	layout, and merchandising.	
Contact Email: annemarie.landry@bullitt.kyschools.us		
Contact Phone: (502) 869-2600	This agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions found at:	
Contact Phone:		
	hijos://jostens.secure.force.com/terms?lid=YBKUS	
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# Jostens, Inc. | 7760 France Acres

Job # (Use Physical 911 Address/No P.O. Boxes)  Customer Name: MOUNT WASHINGTON ELEMENTARY	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:	
Customer Name: MODIAT WASHINGTON ELECTRONIC		
Street Address: 9234 HIGHWAY 44 E	<ul> <li>Jostens and the Customer will work together to establish all yearbook specifications, completion deadlines, price, and delivery schedules for each year</li> </ul>	
City: MOUNT WASHINGTON	during the Term and subject to the terms and conditions. Changes to the	
State: KY Zip/Postal: 40047	specifications may result in additional charges on the final invoice,	
Customer Phone: (502)869-3000	After this Agreement is signed, as the Customer's exclusive yearbook provider	
	Jostens will invest in and allocate resources to provide training and assistance to	
Contact Name: Julie Shumaker	the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme,	
Contact Role: Principal	layout, and merchandising	
Contact Email: Julie.shumaker@bullitt.kyschools.us	This agreement is subject to acceptance by Jostens and to Jostens' standard printing	
Contact Phone: (502) 869-3000	terms and conditions found at:	
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# Jostens, Inc. | 7760 France Avenue South

ob # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their exclusive year	hask provider for
Customer Name: MARYVILLE ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree as follows:	DOOR PIC
Street Address: 4504 SUMMERS DR	• Jostens and the Customer will work together to establish all y	-zahoak
City: LOUISVILLE	specifications, completion deadlines, price, and delivery sche	edules for each year
State: KY Zip/Postal: 40229-3538	during the Term and subject to the terms and conditions. Ch specifications may result in additional charges on the final in	hanges to the
Customer Phone: (502)869-2400		
	After this Agreement is signed, as the Customer's exclusive y  Lostens will invest in and allocate resources to provide training.	
Contact Name: Jayme Wyman	Jostens will invest in and allocate resources to provide training the Customer to help with the creation, production and mark	keting of the
Contact Role: Principal	Customer's yearbook, including without limitation the planni	ing, content, theme,
Contact Rose:	layout, and merchandising.	
Contact Phone: (502) 869-2400	This agreement is subject to acceptance by Jostens and to Jostens terms and conditions found at:	s' standard printing
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Customer Name: LEBANON JUNCTION ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree as follows:	
Street Address: 10920 S PRESTON HWY	Jostens and the Customer will work together to estal	
City: LEBANON JUNCTION	specifications, completion deadlines, price, and delived uning the Term and subject to the terms and conditions.	
State: KY Zip/Postal: 40150-8117	specifications may result in additional charges on the final invoice.	
Customer Phone: (502)833-4618	After this Agreement is signed, as the Customer's ex	atustes reschool provider
	Jostens will invest in and allocate resources to provide	de training and assistance to
Contact Name: Daniel Mullins	the Customer to help with the creation, production of Customer's yearbook, including without limitation the	and marketing of the
Contact Role: Principal	Customer's yearbook, including without limitation in layout, and merchandising.	ie Distinting, contrar,
Contact Email: daniel.mullins2@bullitt.kyschools.us	This agreement is subject to acceptance by Jostens and to	tarena standard printing
Contact Phone: (502) 869-2200	terms and conditions found at:	) Justicus statutus E
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Job # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens. Inc. to be their exc	usive veatbook provider for
Customer Name: FREEDOM ELEMENTARY SCHOOL	The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:	
Street Address: 4682 N PRESTON HWY	O Jostens and the Customer will work together to establish all yearbook	
City: SHEPHERDSVILLE	specifications, completion deadlines, price, and del	very schedules for each year
State: KY Zip/Postal: 40165	during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.	
Customer Phone: (502)869-3600		
Contact Name: Eric Bristol	After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to	
Contact Name: Contact Role: Principal	the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme,	
Contact Role: Frieddy Contact Email: eric.bristol@bullitt.kyschools.us	layout, and merchandising.	
Contact Email: erresprison@donner.kysernoois.us  Contact Phone: (502) 869-3600	This agreement is subject to acceptance by Jostens and	to Jostens' standard printing
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Job # (Use Physical 911 Address/No P.O. Boxes)	The Customer has selected Jostens, Inc. to be their e	xclusive yearbook provider for
Customer Name: CROSSROADS ELEMENTARY SCHOOL	the years identified (the "Term"). The parties agree as follows:	
Street Address: 156 ERIN CIRCLE	Tostens and the Customer will work together to establish all yearbook	
City: MOUNT WASHINGTON	specifications, completion deadlines, price, and delivery schedules for each year	
State: KY Zip/Postal: 40047	during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.	
Customer Phone:		
	<ul> <li>After this Agreement is signed, as the Customer Jostens will invest in and allocate resources to pre-</li> </ul>	
Contact Name: Julie Wright	the Customer to help with the creation, product	on and marketing of the
Contact Role: Principal	Customer's yearbook, including without limitation layout, and merchandising.	on the planning, content, theme,
Contact Email: julie.wright@bullitt.kyschools.us		
Contact Phone: (502) 869-7400	This agreement is subject to acceptance by Jostens as terms and conditions found at:	nd to Jostens' standard printing
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## Jostens Yearbook Agreement Printing Terms

Once this Agreement has been signed by Jostens, Inc. ("Jostens"), it becomes a binding contract between Jostens and the customer named on the front of this Agreement ("Customer"). Any changes to this Agreement must be approved in writing by both parties; provided, that Customer may change the specifications, which may result in changes to the price and/or delivery.

SUBMISSION OF AND RESPONSIBILITY FOR MATERIALS: Jostens will provide Customer with instructions and specifications for submitting information and materials (collectively, "Materials") to Jostens. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images, artwork, songs, lytics, recordings, page layouts and other such materials. Customer agrees to submit all Materials in a timely manner and in accordance with Jostens' instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deallines, delayed shipments, and/or rejection of submitted Materials. Customer is responsible for all Materials fumished to Jostens for incorporation in the publication or other product provided by Jostens under this Agreement, regardless of form or medium (the "Publication"). Jostens reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation in the Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license or other propiretary rights or be pomographic or offensive, provided Jostens assumes on duty to make such determination. Except to the extent expressly prohibited by applicable law, Customer agrees to indemnify and hold Jostens, its licensors, and its affiliates harmless from any and all damages of every kind and character (including reasonable attorneys' fees) arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against Jostens by parents, students or any third party (a) on the grounds that the Material, Publication, or the marketing of a Publication causes injury to persons or properry, violates a trademark, copyright, license or other proprietary right or interest or that it contains material giving rise to an action for defamation, negligence, intentional infliction of emotional distress, or invades a person's right to privacy; or (b) related to or arising from a br

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