



Taylor Publishing Company dba Balfour is hereby authorized as the official publisher of the publication described below.

(Please Print)

Production Year 2025	Title of Book LaGrange Elementary School	Date 05/08/2024	Cust# 14620
School LaGrange Elementary School	Address 500 W. Jefferson St.	Phone # 502-222-9454	Ext.
City LaGrange	State ky	Zip 40031	Email Address melinda.hadley@oldham.kyschools.us
Mr., Ms., Dr. Ms	First Name Melinda	Last Name Hadley	Title adviser
Copies 220	Pages 48	Trim Size 8	Cover Type <input type="checkbox"/> Softcover <input checked="" type="checkbox"/> Hardcover
			Delivery Season <input checked="" type="checkbox"/> Spring <input type="checkbox"/> Sum-Fall
			Requested Ship Date
			Cust Type <input type="checkbox"/> HS <input type="checkbox"/> JHS/MS <input checked="" type="checkbox"/> Elem <input type="checkbox"/> K-12 <input type="checkbox"/> Univ <input type="checkbox"/> Fine Book

COPY PREPARATION (Check one)

- ☐ BalfourTools® for Adobe InDesign® ☐ StudioWorks+® ☒ Encore®
☐ BalfourTools® with BalfourGO® ☐ StudioWorks+® with BalfourGO® ☐ myYear®

BAL4.TV	eYEARBOOK
Activate Yearbook Project for BAL4.TV Codes: (add codes at studio.balfour.com) <input type="checkbox"/> Yes	Purchase: <input type="checkbox"/> School (one subscription for each printed yearbook) <input type="checkbox"/> Consumer (parent/student orders online, 50 minimum)
Price Per Code	(School purchase only) Price per eYearbook
	Estimated eYearbook Distribution Date

The completed books will be shipped on a standard delivery schedule after the final copy shipment is received. Standard delivery schedules vary with product line. Failure to meet deadline requirements or to return proofs within the designated time will result in adjustments to the delivery schedule (ask your representative for other exceptions.) The company will make every effort to return submitted photographs and artwork, however the Company assumes no responsibility for their loss or damage. The company exercises no editorial control over the content of the book, and under Texas Law has no responsibility for its content.

This Contract is contingent upon Government regulations, strikes, fires, or acts of Providence. Prices shown are estimates based on the contract specifications. Changes in specifications can affect the final billing price. The Total Estimated Price shown above is based upon the Company's current price list, which in turn is based upon current material, labor, and other costs. To compensate for cost increases that will be incurred by the Company in the event of delay in the production schedule, the following shall apply: If final copy is received by the Company after December 31 of the Production Year, the total price shall increase by an amount equal to 5 percent of the Total Estimated Price. Prices are contingent on the Company's ability to obtain materials at a reasonable price. Should our suppliers increase their prices by an unexpected amount, the Company may be required to adjust prices accordingly. The Company will notify the Customer prior to manufacture of any such price adjustments.

Applicable sales taxes will be added to the final invoice unless the Customer furnishes evidence of tax-exempt status. The Customer agrees to pay the final invoice within 30 days of the invoice date or pay a late payment fee of 1 1/2% per month of the unpaid balance. Costs associated with collections, including reasonable attorney fees and court costs if it becomes necessary to place this account for collection, will be borne by the Customer. By the authorized signature below, Customer hereby waives notice of acceptance, default and exemption.

Pursuant to V.T.C.A., Government Code §2270.002, the Company affirms that it does not boycott Israel and will not boycott Israel during the term of this Contract. The Print Trade Customs of the Printing Industry of America, Inc. are incorporated into the terms of this Contract, except as specifically otherwise stated herein, and are reprinted on the back of this Contract. This contract is subject to acceptance by Taylor Publishing Company dba Balfour in Dallas, Texas, and will be governed by the laws of the State of Texas.

1st Deposit: \$ _____

(30% of Total Est. Price)

Date: _____

2nd Deposit: \$ _____

(45% of Total Est. Price)

Date: _____

(Final Copy Deadline)

Total

Estimated

Price: \$ **3,300.00**

I [we] have read, understand and accept the terms and conditions of this Contract. I further stipulate that I am an authorized representative of the customer named herein and, as such, am authorized to sign this Contract.

Signature (Circle one: Administrator / Adviser / Editor / Manager) 	Please Print Name Jason Radford, Superintendent	Is a Purchase Order Required? <input type="checkbox"/> Yes <input type="checkbox"/> No P.O. #: _____
Signature (Circle one: Administrator / Adviser / Editor / Manager) 	Please Print Name BECKY GOINS	
Sales Representative (Please Print) BECKY GOINS	Rep # 984701	Accepted at Balfour LD

PRINTING TRADE CUSTOMS

Trade Customs have been in general use in the printing industry throughout the United States and Canada for more than 90 years.

- 1. QUOTATIONS/ESTIMATES** A quotation not accepted within 30 days may be changed.
- 2. ORDERS** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond the provider's control. Canceled orders require compensation for incurred costs and related obligations.
- 3. EXPERIMENTAL WORK** Experimental or preliminary work performed at the customer's request will be charged to the customer at the provider's current rates. This work may not be used without the provider's written consent.
- 4. CREATIVE WORK** Sketches, copy, dummies, and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.
- 5. ACCURACY OF SPECIFICATIONS** Quotations are based on the accuracy of the specifications provided. The provider can quote a job at the time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.
- 6. VENUE** In the event of suit regarding this contract, then venue and jurisdiction therefore shall be in either the District, State or Municipal Court, as appropriate, of the county of Dallas, State of Texas. The parties agree and stipulate that the essential terms of this contract are to be performed in said Dallas County.
- 7. ELECTRONIC MANUSCRIPTS/IMAGES** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.
- 8. ALTERATIONS/CORRECTIONS** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.
- 9. PREPRESS PROOFS** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:
 - Proofs are not required by the customer.
 - The work is printed per the customer's OK.
 - Requests for changes are communicated verbally.
- 10. PRESS PROOFS** Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during makeready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.
- 11. COLOR PROOFING** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.
- 12. OVERRUNS/UNDERRUNS** Overruns or underruns will not exceed 10 percent of the quantity ordered. The provider will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.
- 13. CUSTOMER'S PROPERTY** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the provider's possession. The provider's liability for such property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing and in the premium is paid to the provider.
- 14. DELIVERY** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. the provider's address. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider or from the customer's supplier to the provider are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at the shipping point or upon mailing of invoices for the finished work or a portion thereof, whichever occurs first.
- 15. PRODUCTION SCHEDULES** Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to a state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other cases beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to the delay incurred.
- 16. CUSTOMER-FURNISHED MATERIAL** Materials furnished by customers or their suppliers are verified by delivery tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.
- 17. OUTSIDE PURCHASES** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.
- 18. TERMS/CLAIMS/LIENS** Payment is net cash 30 calendar days from date of invoice. Claims for defects, damages, or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The Provider's Liability will be limited to the quoted selling price of defective goods without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.
- 19. LIABILITY**
 - 1. Disclaimer of Express Warranties.** The provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.
 - 2. Disclaimer of Implied Warranties.** The Provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in the dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.
- 20. INDEMNIFICATION** To the extent permitted by law, The Customer agrees to indemnify provider against actions brought by 3rd parties relating to the Agreement with the Customer, whereby the provider is acting within the scope of the Agreement with Customer; provided, however, that Customers liability to provide shall cease upon the exhaustion of the limits of the laws and regulations governing the customer, and/or any liability insurance policy the customer may obtain. For the avoidance of doubt, any gross negligence or willful misconduct on the part of the provider in its performance under this agreement is not subject to this indemnification provision.
 - 1. Copyrights.** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.
 - 2. Personal or Economic Rights.** The customer also warrants that the work does not contain anything that is libelous or scandalous or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:
 - Promptly notifies the customer of legal action.
 - Gives the customer reasonable time to undertake and conduct a defense.
 - The provider reserves the right to use its sole discretion in refusing to print anything the provider deems libelous, scandalous, improper, or infringing on copyright law.
- 21. STORAGE** The provider will retain intermediate materials used until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period at an additional charge. The provider is not liable for any loss or damage to stored material beyond what is recoverable by the provider's fire and extended insurance coverage.
- 22. TAXES** All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse the provider for any additional taxes paid.
- 23. TELECOMMUNICATIONS** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in transmission.
- 24. PREPARATORY MATERIAL** Artwork, type, plates, negatives, positives, tapes, disks, and other items supplied by the provider shall remain the provider's exclusive property.

Originally formally promulgated, Annual Convention, United Typothetae of America, 1922. Revised and updated and repromulgated, Printing Industries of America, Inc., 1945, 1974, 1985 & 1994. Updated and adopted by the Printing Industries of America, National Association of Printers and Lithographers and Graphic Arts Technical Foundation, 2003.

Printing Industries of America, Inc.

Adopted by Taylor Publishing Company 2012