



Jim Owen - Company Representative
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Yearbook Order Form

2025 -- U.S.

Job #: 19385

Please return this Order Form to your local sales representative. Call toll-free (800) 255-6287 with additional questions.

Organization Name: St. Martin Upper Elementary

Year(s) Covered: ☒ 2025 ☐ 2026 ☐ 2027 ☐ 2028 ☐ 2029

Principal's Name:
Address: 11000 Yellow Jacket Rd
City/State/Zip: Ocean Springs, MS 39564
Phone: 228-818-2849
of Classrooms: 25

Contact Name:
Address:
City/State/Zip:
Phone:
E-mail:

We would like Hercules Achievement, LLC. d/b/a Varsity Yearbook ("Company") to print our all color yearbook based on the following information:

Approximate Number of Yearbook Copies	Price	Quantity	Totals
Approximate Number of Pages		226	
		80	\$5,451.12

BOOK ADD-ON ITEMS: Your final invoice will reflect changes to the items below based on the actual quantities ordered when your book is submitted.

All Soft Covers (No Lamination)	\$0.00 / COPY		
-- Add Gloss Lamination to All Soft Covers	\$1.78 / COPY		
-- Add Matte Lamination to All Soft Covers	\$2.76 / COPY		
<input checked="" type="checkbox"/> All Gloss Laminated Hard Covers	\$9.91 / COPY	N/A	\$2,239.66
All Matte Laminated Hard Covers	\$10.91 / COPY		
Split Covers (Mix Hard and Soft Covers for One-time Fee; All Gloss or All Matte)	\$119.00 / ORDER		
-- Gloss Laminated Hard Covers (Minimum 32 Pages and 50 Copies)	\$9.91 / EACH		
-- Matte Laminated Hard Covers (Minimum 32 Pages and 50 Copies)	\$10.91 / EACH		
-- Soft Covers (Split Order; No Lamination)	\$0.00 / EACH		
--- Add Gloss Lamination to Soft Covers	\$1.78 / EACH		
--- Add Matte Lamination to Soft Covers	\$2.76 / EACH		
Add 100# Gloss Paper (Final Price Will Be Based on Pages/Copies Ordered)	\$0.00 / SIG/CPY		
Add 100# Matte Paper (Final Price Will Be Based on Pages/Copies Ordered)	\$0.00 / SIG/CPY		

ADDITIONAL ITEMS: Your final invoice will include changes to items that you make on the Order Confirmation form when you submit your pages.

Add Digital Name Imprints (Minimum 25)	\$2.93 / EACH		
Add Name Plates - Minimum 10 (Email Your CSA to Select Gold or Silver)	\$4.83 / EACH		
Add Plastic Dust Jackets	\$1.78 / EACH		
Add Our World to Every Book	\$0.98 / COPY		
Add Our World - Sold Individually (Email Your CSA to Change Quantity)	\$1.17 / EACH		
Add World Yearbook to Every Book	\$3.22 / COPY		
Add World Yearbook - Sold Individually (Email Your CSA to Change Quantity)	\$3.42 / EACH		
Add Blank Autograph Supplements to Every Book	\$0.76 / COPY		
Add Blank Autograph Supplements - Sold Individually (Email Your CSA to Change Quantity)	\$0.76 / EACH		

Total (before tax): \$7,680.78
Per Copy Total: \$34.03
(Includes shipping)

Terms and Conditions

- * Please refer to the Submit/Ship Dates schedule provided separately. Ship dates are based on submission
- * Allow 2-7 days for shipping. Standard ground shipping is included. Expedited shipping is available at additional cost.
- * Contact your Customer Service Adviser if you wish to purchase a shorter cycle. Kit materials will be shipped to the school address indicated.

All specifications and prices are subject to the approval of both the school and Company on an annual basis.

We understand the submission of the Order Form is an obligation to print our yearbook as indicated.

We may change the number of copies and pages prior to, or upon submission of materials for printing; however, changes will result in a change in price. Upon receipt of our materials, we will receive an invoice for the full amount of this Order Form plus any increases or decreases due to changes in specifications. The full amount of the invoice is due upon receipt and must be received at Company prior to the shipment of our completed yearbooks. Standard ground shipping of the books is included in the cost. Tax is additional.

We understand that copyrighted materials may not be used in the creation of our yearbook without the express written consent of the copyright owner. Company has created proprietary artwork, borders and backgrounds that may be used in the creation of our yearbook. We agree to hold Company, subsidiaries and affiliates harmless for all editorial content associated with the printing of our yearbook.

I, the undersigned authorized agent of the school or organization indicated above, agree in full to the "Terms and Conditions" of this order. This agreement shall be effective when signed below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.

Authorized Signature: _____

Print Name: _____

E-Mail Address: _____

Date: _____

Title or position: _____

Rep/Signature: _____

EXHIBIT "A"

JACKSON COUNTY SCHOOL DISTRICT STANDARD CONTRACT ADDENDUM

WHEREAS St. Martin Upper Elementary School is part of the Jackson County School District, a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, Varsity Yearbook, does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the Jackson County School District and Varsity Yearbook (Job #19385; St. Martin Upper Elementary School; year of printing 2025) as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.

2. Renewal/Extension of Term: Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum.

3. Governing Law: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties.

4. Indemnity: To the extent prohibited by applicable law, the Jackson County School District shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify any entity or party to the contract, and shall not be liable under any scenario for the other party's legal fees.

5. Venue/Exclusive Jurisdiction: The Courts of the State of Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi. Further, any entity or business which contracts with the Jackson County School District submits to the personal jurisdiction of the courts of Jackson County, Mississippi.

6. No waiver of Warranties: To the maximum extent required under Mississippi law, any contract provision seeking to limit the Jackson County School District's recovery resulting from the breach of an express warranty or any implied warranty of merchantability or fitness for a particular purpose shall be of no force or effect.

7. No Waiver of Damages: To the maximum extent required under Mississippi law, supplemental terms or terms of use that may be referenced therein, any provision seeking to limit and/or waive the recovery by the Jackson County School District of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect.

8. Arbitration: The Jackson County School District shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the Jackson County School District to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

10. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation for a claim of material breach shall be of no force and effect.

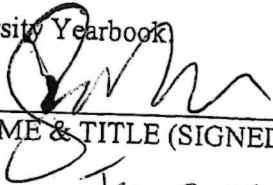
11. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: To the maximum extent required under Mississippi Law, any provision seeking a waiver or to limit any rights and/or remedies of the Jackson County School District under the Uniform Commercial Code shall be of no force and effect.

12. Conflict of Terms: To the extent there is a conflict between the terms of this addendum or the terms of the contract, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

13. Amendment: As between Varsity Yearbook and Jackson County School District, even if not specifically provided for herein, the terms, conditions and provisions of the Varsity Yearbook Order Form (Job #19385; St. Martin Upper Elementary School; year of printing 2025), the Varsity Yearbook Terms of Use and any other terms and conditions and/or documents made part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the

Mississippi Constitution of 1890, the Mississippi Code of 1972, as amended, and as interpreted by the Attorney General of Mississippi and the Mississippi Supreme Court.

Varsity Yearbook


NAME & TITLE (SIGNED)

Jim Owen
NAME & TITLE (PRINT)

6/24/24
(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)