

Jostens' Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

Job# 43724 (Use Proposed YEA Address Not P.O. Box)
Customer Name: VANCLAVE UPPER ELEMENTARY SCHOOL
Street Address: 13901 HIGHWAY 57
City: VANCLAVE
State: MS Zip/Postal: 39565-8306
Customer Phone: (228)826-4581
Contact Name: Holly Churchwell
Contact Role: _____
Contact Email: hcj4229@jesd.ms
Contact Phone: _____

The Term of this Agreement is for the following years:
(Specifications subject to annual review)
2026 through 2027

Program:
REFLECTIONS

Creation Method:
YTO

Ship Date: 4/23/2027 Trim Size: 8 1/2 x 11
Copies: 100 Pages: 48
Cover: Studio Litho
Paper Stock: GLOSS 80# 191

Ship kit by: (Sept is default) 31-MAY-25
(Allow 2 weeks for processing)

Proposed Budget: \$ 4700.00
(Dollars only, not per book amount)

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified (the "Term"). The parties agree as follows:

- ☐ Jostens and the Customer will work together to establish all yearbook specifications, completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions. Changes to the specifications may result in additional charges on the final invoice.
- ☐ 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 the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.

This agreement is subject to acceptance by Jostens and so Jostens' standard printing terms and conditions found at:

<https://jostens.com/yearbook-terms-conditions/YBKUS>

X
SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Nov 17, 2025

PRINTED NAME _____ DATE _____

X
SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE
(IF REQUIRED)

PRINTED NAME _____ DATE _____

X Chris Churchwell
SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

Nov 17, 2025

PRINTED NAME _____ DATE _____

Job Status: R Rep # 5020

*Rep: If new, previous publisher:

Type Order: ELEMENTARY SCH

School Type: Public

Yearbook included in Tuition: ☐

Additional Notes/Specifications (include Shipping Address if different than above address):

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

JACKSON COUNTY SCHOOL DISTRICT
STANDARD CONTRACT ADDENDUM

WHEREAS Vancleave Upper Elementary School is a 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, Jostens, Inc., 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 Jostens, Inc. (Job #43724; Vancleave Upper Elementary School yearbook; 2026-2027 school year) 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 the contract will control, provided that the terms are not contrary to Mississippi Law. 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 Jostens, Inc. and Jackson County School District, even if not specifically provided for herein, the terms, conditions and provisions of the Jostens, Inc. Yearbook Agreement (Job #43724; Vancleave Upper Elementary School 2026-2027 school year), Jostens, Inc. Terms of Sale; Jostens, Inc. Terms of Use; Jostens Yearbook Agreement Printing Terms; as well as any other document and/or documents and/or terms and conditions 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.

Jostens, Inc.:

Chris Creswell- Sales Rep

NAME & TITLE (SIGNED)

Chris Creswell- Sales Rep

NAME & TITLE (PRINT)

12/3/25

(DATE)

Jackson County School District:

Dr.Tillman

NAME & TITLE (SIGNED)

Mr.Baggett

NAME & TITLE (PRINT)

(DATE)