



Revised 2021 Full Color Custom 6.625x9 Contract

2880 U.S. Hwy. 231 S.
 Lafayette, IN 47909-2874
 Phone: (800) 705-7526
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School
 University of North Texas
 1112 Dallas Drive
 Suite 4000
 Denton, TX 76205

Contact
 [Redacted]

Date: 6/1/2021
 [Redacted]

Billing and Shipping

Bill To PO#: NT752-0000241504
 University of North Texas
 UNT System Business Service Center
 1112 Dallas Drive
 Suite 4000
 Denton, Texas 76205
 United States
 Email: invoices@unt.edu

Ship To UNT Union
 [Redacted]
 1155 Union Circle
 Denton, Texas 76203
 United States

Desired Delivery Date: 8/2/2021

Product	#Books	#Pages	Add'l Monthlies	52-Week	Cost/Book	Base Cost
Full Color Custom 6.625x9	6,500	160	Two Page Monthlies Staggered	<input checked="" type="checkbox"/>	\$2.90	\$18,850.00

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$18,850.00	x	0.00	\$0.00
4% Discount for contracts received by 11/6/20*	\$18,850.00	x	0.04	\$754.00
3% Discount for contracts received by 12/18/20*	\$18,850.00	x	0.00	\$0.00
2% Discount for contracts received by 4/9/21*	\$18,850.00	x	0.00	\$0.00
2% Multiple Orders Discount	\$18,850.00	x	0.00	\$0.00

Standard Options

Events listed each day on any calendar design and posted online	FREE
Handbook formatted by School Datebooks and posted online	FREE
Custom cover in your colors and proof of entire datebook for your approval, posted online	FREE
Text Ink Colors - Other Black PSM/CMYK: 356 U	FREE
Binding: Coil	FREE

Cover Options

▶ Custom Cardstock High value, full-color, laminated cardstock front cover	\$0.00	x	0	\$0.00
Custom Cardstock Back Cover	\$0.15	x	6,500	\$975.00
Printing on inside covers (inside front and inside back)	\$0.15	x	0	\$0.00
Custom PolyFusion™ 100% custom, full-color front and back covers - highest durability	\$0.00	x	0	\$0.00

Enhancements

Vinyl pocket page	\$0.25	x	0	\$0.00
Stickers (per sheet)	\$0.25	x	0	\$0.00
Card-stock hall pass	\$0.15	x	0	\$0.00
Events placed twice	\$250.00	x	1	\$250.00
Typing events	\$250.00	x	0	\$0.00

Accessories

This Week Marker	\$0.20	x	0	\$0.00
Teacher Lesson Plan and Grade Book	\$3.95	x	0	\$0.00
Contract Adjustment: Custom Cardstock Discount - \$.10 per book Free Back/Inside Cover Printing - \$.30 per book Additional Rep Discount - \$.20 per book				-\$3,300.00

Sub-Total* \$16,021.00

License Fee: 0.00% \$0.00
 License Admin Fee: \$0.00

Will this datebook contain licensed trademarks, service marks, trade names, designs, logos, etc. for which School Datebooks needs official approval from an independent licensing agency or from your campus Licensing Officer?

- Yes + Fees: We need licensing approval and should be charged licensing fees.
 Yes - Fees: We need licensing approval, but will be exempt from royalty fees. Administrative fees will be applied.
 No - We will not include anything that needs licensing approval.

Shipping and Handling: 13% , Shipping Discount of 13% Applied Rate applies to contiguous US/Canada only. Int'l rates may vary. \$0.00
 Sales Tax: Exempt#: Out of State \$0.00

* Net 30 (Net due within 30 days from invoice date)
 * Sales tax will be added if applicable

Total (USD) \$16,021.00

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to guarantee delivery by the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

One-Year Contract
 We agree to purchase datebooks from School Datebooks for the year of 2021-2022.

Three-Year Contract
 We agree to purchase datebooks from School Datebooks for the years of 2021-2022, 2022-2023, 2023-2024 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

6/7/2021

Date

STANDARD ADDENDUM TO AGREEMENT

Contracts with the University of North Texas System and the University of North Texas (collectively, "UNT") are subject to the following terms and conditions, which are incorporated for all purposes into the Agreement to which they are attached. In the event of a conflict between the Agreement and this Addendum to Agreement, this Addendum shall govern. Any term or condition of the Agreement that is not superseded by a term or condition of this Addendum shall remain in full force and effect.

Payment. In accordance with Chapter 2251 of the Texas Gov't Code: (a) payment shall be made no later than thirty days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to UNT; and (b) interest, if any, on past due payments shall accrue and be paid at the maximum rate allowed by law. Vendor must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Invoices and any required supporting documents must be presented to: University of North Texas – Business Service Center, 1112 Dallas Dr. Ste. 4000, Denton, TX 76205.

Eligibility to Receive Payment. By entering into and performing under this Agreement, Vendor certifies that under Section 231.006 of the Texas Family Code and under Section 2155.004 of the Texas Gov't Code, it is not ineligible to receive the specified payment and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Tax Exempt. UNT is exempt from the payment of taxes and will provide necessary documentation confirming its tax exempt status.

Breach of Contract Claims Against UNT. Chapter 2260 of the Texas Gov't Code establishes a dispute resolution process for contracts involving goods, services, and certain types of projects. To the extent that Chapter 2260, Texas Gov't Code, is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by the parties to attempt to resolve any claim for breach of contract against UNT that cannot be resolved in the ordinary course of business.

Governing Law and Venue. This Agreement shall be construed and enforced under and in accordance with the laws of the State of Texas. The Agreement is made and entered into, and is performable in whole or in part in Denton County, Texas, and venue for any suit filed against UNT shall be subject to the mandatory venue statute set forth in § 105.151 of the Texas Education Code.

No Excess Obligations. In the event this Agreement spans multiple fiscal years, UNT's continuing performance under this Agreement is contingent upon the appropriation of funds to fulfill the requirements of the contract by the Texas State Legislature. If the Legislature fails to appropriate or allot the necessary funds, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act, UNT shall issue written notice to Vendor that UNT may terminate the Agreement without further duty or obligation.

Travel Expenses. Reasonable travel, meals, and lodging expenses shall be charged in accordance with and shall not exceed State of Texas travel, meal, and lodging reimbursement guidelines applicable to employees of the State of Texas.

Delivery. Delivery shall be FOB Destination.

Insurance. UNT, as an agency of the State of Texas, is insured for general liability insurance under a self-insurance program covering its limits of liability. The parties agree that such self-insurance by UNT shall without further requirement, satisfy all insurance obligations of UNT under the Agreement.

Public Information. UNT shall release information to the extent required by the Texas Public Information Act and other applicable law. If requested, Vendor shall make public information available to UNT in an electronic format. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this contract and Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter. Further, Vendor agrees (1) to preserve contracting information for the duration of the contract and according to UNT records retention requirements; (2) to promptly provide contracting information to UNT when requested; and (3) upon completion of the contract to provide, at no cost, all contracting information to UNT or to preserve all contracting information according to UNT's records retention requirements.

Required Posting of Contracts on Website. Vendor acknowledges and agrees that UNT is required by Section 2261.253 of the Texas Gov't Code to post each contract it enters into for the purchase of goods or services from a private vendor on its Internet website, including any terms and conditions otherwise marked confidential and/or proprietary.

Israel Non-Boycott Verification. If the Agreement is subject to Texas Gov't Code Section 2271.002, Vendor hereby represents, verifies, and warrants that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

Limitations. UNT is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on UNT property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will not be binding on UNT, except to the extent not prohibited by the Constitution and the laws of the State of Texas.

VENDOR: School Datebooks

UNIVERSITY OF NORTH TEXAS



Date: 6/7/2021