



**Agenda Works, LLC
TERMS & CONDITIONS**

WHAT CONSTITUTES AN ORDER

Obviously an Order is important to us. It is the initiation of a relationship between us and we take that relationship very serious. We have a serious obligation to you once the order is received and we are committed to executing flawlessly.

1. An order form, order quote or order confirmation that is signed is a binding agreement and constitutes your order being placed with us.
2. You must use the AgendaWorks order form and it must be signed.
3. If your school requires a purchase order to be submitted, then your order must be submitted with an official signed purchase order from the school, school district or purchasing entity (e.g. PTO).
4. If your school or school district requires orders to be placed on school letterhead, it needs to be signed by the school principal or district superintendent.
5. Orders by entities such as a PTO, PTA, etc., must be signed by an officer.
6. The signer is signing on behalf of the school, and this contract will remain in effect in the event the signer leaves the school prior to the completion of this contract.
7. Orders are accepted with the understanding that AgendaWorks is not responsible in any way for errors in layout or content of the customer supplied materials. No proof-reading or content checking is performed by AgendaWorks. **PROOF READ, PROOF READ, PROOF READ**

ORDER MORE! – Make sure you order additional units so you have planners on hand for the entire school year allowing for new students and to replace lost planners.

PRODUCTION SCHEDULE

1. Production of your planners begins when you have chosen your products, the quantity you want, signed and returned an order form, and provided any camera ready artwork for your handbook to AgendaWorks. This is the *Print-Ready* date.
2. Once your order is *Print-Ready*, your order is released into manufacturing and it cannot be changed. You should make sure you have no further revisions before this date.
3. AgendaWorks will assign you a *Material Submission Date* that is at least 10 weeks prior to the date you order will ship, please make note of this submission date as it is used for scheduling and ordering materials. This is a hard deadline that you must meet in order to have your planners ship on the agreed upon date. No exceptions.
4. Your order is produced in batches with other schools. We manufacture in South Korea and ship via ocean freight to the U.S. Your *Material Submission Date* is the date by which we must have your order "*Print-Ready*" in order to be included in your scheduled production batch and to make your shipment to the States.
5. If your order is not finalized by your scheduled *Material Submission Date*, you must wait until a later production batch. Because there are hundreds of schools on the production schedule if you miss your *Material Submission Date* we have wait until the order becomes Production Ready and then we must restage your order into the next available slot in the production schedule potentially causing significant delays in the delivery of your order.

You can avoid delays by finalizing your order in advance of your *Material Submission Date*. In other words, "an ounce of prevention is worth a pound of cure!" **BE EARLY!**

HANDBOOK ART WORK

We want to see your handbooks turn out great so we have some policies we want you to follow to ensure you are totally happy with the final product. Here is a list of important items for you to consider:

1. No proofs will be sent for handbooks. If you have special circumstances...contact us.
2. The customer assumes all responsibility for handbook content and formatting. WE DO NOT PROOFREAD THE HANDBOOKS.
3. If you have ANY questions about this section...call us at 1-877-237-8440.
4. Print-Ready means your handbook section is ready to be printed. It means:
 - a. Handbook is complete!
 - b. Handbook graphics are "crisp" black and white images (no grayscale).
 - c. Handbook text and graphics are on a white background.
 - d. Color images turn out poorly – do not use them.
 - e. Grayscale in images turn out poorly – do not use them.
 - f. Handbook pages fit inside the specified margins (see Templates).
 - g. PROOF READ, PROOF READ, PROOF READ

LOGO – Your School logo can show through a clear window on the planner cover. To ensure that it does in fact "show through" the window, you need to ensure that it meets the following specifications.

- Fits within a 3" x 3" square.
- The top of the 3" x 3" square is exactly 1 ½" from the top edge of the cover page.
- Is centered within the left/right margins of your Handbook cover.
- Is clean, crisp, black-and-white art.
- Contain fonts 12 pt. or larger.
- Contain black lines and solids.

ADVERTISING – If you are selling advertising space in the Handbook here are a few things to think about. Your customer advertisements will only look as good as what you get from the advertiser and you get to us. The advertisement should:

- Be crisp, black-and-white art.
- Contain black lines and solids.
- Contain fonts 10 pt. or larger.
- Fit within the specified margins.

Digital Art

Digital files are the preferred way to receive your logo, handbook text and any advertisements. All files should comply with the handbook page specifications (see links to the appropriate pages on the website "Ordering" page).

All artwork should be in black-and-white. Please send us your final artwork in a high resolution Acrobat PDF format as this prevents any formatting issues when we open your files on our computers. Make sure that you print out a copy on paper and closely PROOF READ it for both accuracy and formatting. Contact us if you need help with saving a file as a PDF.

Email your art to artwork@agendaworks.com. Use compression software like Stuffit, WinZip or other similar software to save the file before sending it via email. If the file is too large to email, contact us and we will give you an upload service to easily send us the files.

All art must fit within the specified margins.

Camera-Ready Art (paper)

To be "camera-ready" your art (school logo, text and any advertisements) must be crisp, black-and-white and printed on white paper. Remember, the better the art work we receive, the better your handbooks will turnout.

Do not use photocopies, color images and grayscales or screens because they turn out badly when reproduced. These are not camera-ready. Staple holes will show up in your handbook as will wrinkles so ensure that you properly protect your artwork when you send it to us.

Faxes will not work for art work.

Send your camera-ready art to:

Art – AgendaWorks
1802 Elton Lane
Austin, Texas 78703

All art must fit within the specified margins.

Professional Graphic Design Assistance

If we cannot help you with your art questions over the phone and you need professional assistance to complete your artwork, we can provide you with Graphic Design assistance at \$75 per hour billed in half hour increments.

Did we mention to contact us if you have any questions about your handbook artwork?

Phone: 877-237-840

Email: artwork@agendaworks.com

CANCELLATIONS

You will be charged a 15% restocking fee on the total order amount if you need to cancel your order prior to your *Material Submission Date*. Once your order is *Print-Ready* it cannot be cancelled.

CHANGE ORDERS

Content Changes: Changes in handbook content and/or format after the *Material Submission Date* may result in additional production costs and will be billed on a scale starting at \$50.00 (maximum \$400.00) and will impact the shipping date.

Quantity Changes: There is no penalty for changing the quantity of an order prior to the *Material Submission Date*. Changes after the *Material Submission Date* may increase or decrease the per unit price based on handbook pricing section of the order form.

PAYMENT TERMS

Payment Terms are as follows:

- a. We prefer a payment of 50% in the Spring and 50% Net 30 if school policy allows.
- b. If you pay for your full order at the time you submit your order you will receive a 3% discount on the price of the planners (excludes shipping and taxes).
- c. Our terms are Net 30 based on approved credit.
- d. The Net 30 day period begins when your order ships via land here in the U.S.
- e. An invoice will be sent to you shortly after shipment with the ship date.
- f. Your order will include shipping charges F.O.B. Austin, Texas. The exception is Hawaiian Island orders.

g. Actual shipping charges will be reflected on your invoice.

h. A finance charge of 1.5% per month will be assessed on all unpaid balances over 30 days.

SHIPPING

Shipping and handling charges are not a profit center for us, we pass the charges through to you. We use third party shipping agents such as UPS and National Trucking companies. Our shipping charges are approximate and as such your actual invoice amount may vary slightly up or down depending on the final cost. If shipping is less you will be credited the savings to your order or to your credit card, depending on method of payment. Your order will ship F.O.B. (Free On Board) from Austin, Texas.

1. If you need delivery to more than one location, we will need exact street delivery addresses (No P.O. Boxes), phone numbers, contact names and you will need someone at each location to receive the shipment and inventory it. Call us with questions.
2. If no one is present to accept the shipment and the planners are returned to AgendaWorks or if the planners are sent to another location, then the customer will be charged the going rate for the additional shipping charges, not to exceed \$400.
3. The Customer must check the shipment for damage and shortage before signing the Freight Bill.
4. AgendaWorks is not liable for delivery delays outside of our control.
5. You have 10 days from receipt of the planners to report damaged or defective planners.
6. AgendaWorks will replace on a one-for-one basis or refund pro rata payment for any and all defective planners.

WARRANTY

1. All AgendaWorks products are warranted to be free from defects upon shipment.
2. Student planners are non-returnable unless defective by fault of AgendaWorks.
 - a. A refund will be issued if AgendaWorks has produced or delivered planners that are defective, according to the extent of defect, but not to exceed the total cost of the order.
 - b. If a full refund is to be issued, Customer must return all planners to AgendaWorks, at the expense of Customer before a refund will be issued. Defective warranty product must be returned freight paid to AgendaWorks for replacement or credit. AgendaWorks accepts no COD or Freight Collect shipments.