



# Classroom Book Order Form

**Signed** order form required. Call 800-516-8339 with questions.  
**Shipping:** Enclose all material in kit box and use supplied UPS label (found in box or on box) to ship your order **FREE**.  
Neatly **PRINT** all information and **DO NOT** abbreviate.

For Office Use Only – 8/23  
Order # \_\_\_\_\_  
Date Rec'd \_\_\_\_\_

## Quantity

# Classroom Books = \_\_\_\_\_

Purchased by teachers, parents & guardians Use the Order Tracker (back of guide or online) to assist you. Review the steps to ensure your order is complete.

Orders that meet all requirements will receive 1 additional **FREE** book. Do **NOT** add this book to the # Classroom Books above.

Multiply # Classroom Books X \$25.00/book \_\_\_\_\_

Total Amount Due = \_\_\_\_\_

Use the Payment Envelope to reconcile your order. Checks/cash/cc forms from teacher, parents/guardians etc., must equal **Total Amount Due**.

Class ID# : \_\_\_\_\_  
from online account

## IMPORTANT: Review for Requirements

**Note:** If you order 15 or more books, requirements will be waived. To order, check that you have met all 3 requirements:

- 1. 10+ students have work in the book
- 2. Class is grade Pre-K to 5
- 3. Students must take *Parent Order Forms* (3-part) home and teacher must return **ALL** signed *Parent Order Forms* to School Mate® (including forms from parents not purchasing).

*We reserve the right to deny order if requirements are not met.*

## Ordered By

Class Grade:  Pre-K  K  1<sup>st</sup>  2<sup>nd</sup>  3<sup>rd</sup>  4<sup>th</sup>  5<sup>th</sup>  Combo  
Check all that apply.

Indicate template used: Send cover template and all completed pages.  
 L \_\_\_\_\_  P \_\_\_\_\_  T \_\_\_\_\_ Found on template sheets.

Contact \_\_\_\_\_  
Please provide first & last name.

E-mail \_\_\_\_\_

School Name \_\_\_\_\_

School Phone (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**Ship To:** If different from address above – we cannot ship to a P.O. Box.

Contact \_\_\_\_\_

E-mail \_\_\_\_\_

School Name \_\_\_\_\_

School Phone (\_\_\_\_) \_\_\_\_\_ Cell (\_\_\_\_) \_\_\_\_\_

Shipping Address (No P.O. Boxes) \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

## Cover Details You can also provide using your online account.

**Cover Wording** – spell exactly as you want it (up to 3 lines):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Choose 1 Back Cover Design:**

- B1 (blue)  B2 (green)  B3 (red)
- B4 (yellow)  B5 (multi-color)  White

*If no selection is made, back cover will be white.*

Visit [schoolmatepublishing.com](http://schoolmatepublishing.com) to see "Back Cover Designs" under "Classroom Books" tab.

**Spine Wording** – spell exactly as you want it (limit to 65 characters & spaces):

I uploaded a photo for my cover (opt.). (Please also indicate on cover template.)

## TERMS & CONDITIONS

### Terms of Use

- School Mate® Publishing, hereinafter referred to as the Company, agrees to publish **one combined** original, custom hardcover classroom book in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish all material to be published in the Customer's classroom book. Customers must be at least 18 years of age. The Customer specifically representing the submitting organization is fully authorized to sign this application as agent on behalf of the organization.
- A submitted order constitutes a binding Contract between the Company and the Customer, and **no other parties**. No other statements or oral agreements are binding. The Company reserves the right to accept or reject all orders, deny free classroom book, or cancel any order already in production if requirements are not met, or for just cause. Books must include work from students, hereinafter referred to as Contributors, and are intended for parents to purchase for their child. If a book is made to be given to one or a few individuals with no intention for sales, then the Company reserves the right to deny the order. Examples of disqualified books include yearbooks, get-well books, and teacher gifts.

Continued on back.

## SIGNATURE REQUIRED

**Order will not be processed without a signature.**

By signing below, I (the Customer) have read and agree to all Terms & Conditions and authorize the Company to print books according to the specifications on this order form.

I understand by publishing a classroom book, my classroom will be automatically entered into the Company's grant giveaways, unless I indicate below that I do not want to participate by checking "No."

**No**, I do not want to participate in the Company's grant giveaways.

**Print clearly and sign.**

Print Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

# Terms & Conditions – Classroom Books

## Terms of Use – Continued from the front.

- The parties agree that the validity, construction, and performance of this Contract shall be governed by the laws of the State of Nebraska. The Customer hereby irrevocably submits generally and unconditionally to the jurisdiction of any court of competent jurisdiction in Nebraska for any dispute concerning or related to the Contract. Customer further agrees that any action arising from the terms of this Contract shall be filed exclusively in a court of competent jurisdiction in Nebraska. The Customer further consents to venue in Nebraska and waives any rights to challenge venue in Nebraska.
- The Company may modify these terms and conditions as needed.
- Orders are not accepted from AK, HI, APO, FPO, USA territories, or other foreign orders.

## Payment

- Prepayment is required to purchase books. Any persons buying books, hereinafter referred to as the Purchaser, can make payment by credit card, check, cash, or money order. Credit card orders placed online will be charged immediately. If an order is lost in transit which contains cash, the Company is not liable for lost cash reimbursement.
- If credit cards or checks are declined, the Company will contact the Purchaser to procure payment, but reserves the right to not fulfill Purchaser's order. If Purchaser cancels order, Purchaser will be liable for any costs of order.
- Prices are based on USA currency for a book with 70 or fewer pages. The Company reserves the right to deny orders for books with more than 70 pages or charge extra fees.
- The Company reserves the right to change prices at its discretion and will post online.
- The Purchaser must contact the Company within 7 days of receiving a credit card statement if he/she disputes any of the Company's charges, or such dispute will be deemed waived. If the Company does not receive payment from the Purchaser's credit card issuer or its agent, Purchaser agrees to pay all amounts due to the Company.
- Accounts 30 days past due are considered overdue and are charged 1.33% interest per month (16% per annum). The Purchaser is liable for any collection fees incurred.

## Production

- Production time is estimated at 20 BUSINESS DAYS (4 weeks) from the day *after* the Company receives the Customer's complete order to the day the Customer's order is shipped. Shipping time must be allowed once order leaves the plant. (see below). The Company is not in production on weekends, holidays, or during a two-week plant shut down in late December. See our website for peak season deadlines.
- The Company reserves the right to adjust production schedules due to heavy seasonal demands, shortages, strikes, fire, energy failure, equipment breakdown, supplier or carrier delays, or any other reasonable causes whatsoever.
- The Company is not responsible for delays beyond the Company's control.

## Shipping, Damage, & Defects

- Kits and orders will be shipped to a single address via UPS ground; allow 2–5 business days for shipping time. Company reserves the right to deny customer-specified carriers or accounts.
- The Company is not responsible for misdirected packages, delays caused by the shipper, or delays in shipping or receipt of kit or order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond the Company's control. If an order to the Company is lost in transit, the Company is not liable for lost or damaged book material, cash, checks, or other contents.
- If order is returned to the Company because no one was available to receive the shipment, or if freight is rerouted, the Customer is liable for any additional freight charges.
- Visible damage must be noted on the delivery receipt before signing and reported to the carrier immediately. The Customer MUST SAVE both the damaged books and the carton(s) in which they were delivered for possible inspection by the carrier. Damage is the responsibility of the carrier. If necessary, the Company will help with a claim.
- Concealed damage must be reported to the carrier within 7 days of receipt.
- Defective books, not due to shipping damage, must be reported to the Company within 7 days of receipt. The Company reserves the right to repair, replace, or credit defective books.

## Errors & Corrections

- If Customer does not follow guidelines in the *Step-By-Step Publishing Guide*, submits material inadequately, or misses errors, then errors or poor print quality are not the Company's fault. This includes content too close to the binding or trim edges, typos, grammatical errors, unfinished text, colors not appearing or reproducing accurately (e.g., neon colors cannot be reproduced), or any other text or image errors. **The Customer has final responsibility to proof and fix content before sending the order.**
- The Company provides guidelines in *Digital Image Specifications* for book cover photos

and does not alter any submitted photos. The Customer is responsible for resolution, clarity, and color management of all images. Enlarging an image will reduce resolution.

- The Company does not lighten photos to match what is seen on a backlit screen.
- The Company does not proof, edit, spell-check, move, or change the book content in any way. **Book content cannot be edited once an order has been submitted.**
- The Company reserves the right to use its judgment on cover and pages if content is out of order or instructions are not clear.
- The Company endeavors to keep the Customer's classroom books as consistent as possible from one book to another. Each book ordered may have slight differences in color. Any color variations are considered normal (not a manufacturing defect) and do not qualify for corrections or discounts.

## Return Policy

- Classroom books are a custom-made product and cannot be returned for any reason.
- The Company has the right to maintain electronic classroom book files in order to replace any defective books. See *Shipping* for information about damage or defects.

## Book Content

- The Company reserves the right to not print anything it considers inappropriate.
- The Customer represents and warrants that: (i) book content does not violate any copyrights or trademarks or the privacy rights, publicity rights, or other rights of any person or entity. This includes, but is not limited to, comic and cartoon characters, professional sports photos, and logos, and (ii) you own or otherwise have the right or permission to provide content to be printed in the book.
- The Company has the right (but not the obligation), to review any book content before it goes into production. If book content violates this agreement or creates liability for the Company, the order will be placed on hold until the content in question is changed or removed. The Company processes thousands of orders and cannot be responsible for finding all content in violation. If material is printed that violates this agreement, the Company is not liable. The Customer is solely liable for any and all book content.
- The Company holds the copyright on its stock back cover designs. The Company makes no claim to copyright on Contributors' content submitted for inclusion in the book.
- The Customer agrees to not violate any copyrights or trademarks owned by the Company. This includes unauthorized use of the Company's name, logo, or website content, or reprinting Customer's classroom book by another company, person, or entity.
- The Company's name, logo and web address will be included in every book produced.
- The Company does not return original book material from Contributors, e.g., artwork or writings. Original material is not saved.

## Indemnifications

- The Customer shall defend, indemnify, and hold the Company, its subsidiaries, and its authorized representatives harmless against all claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise because of the manufacture, use, marketing, or sale of the classroom books.
- The Customer agrees to, at the Customer's own expense, promptly defend and continue the defense of any such claim, demand, action, or proceeding that may be brought against the Company, provided that the Company shall promptly notify the Customer with respect thereto and provided further that the Company shall give to the Customer such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof.

## \$2,500 Grant Giveaways

- The Customer will be automatically entered into the Company's grant giveaways unless Customer declines participation by checking "No" in the signature area of Order Form.
- By participating in the Company's grant giveaways, the Customer releases the Company, its subsidiaries, employees, agents, and judges from any claims of liability whatsoever arising from the selection, judging, and awarding process.
- By participating in the Company's grant giveaways, the Customer grants the Company and its subsidiaries permission to display, print, or amend any material for publicity or marketing purposes. To protect privacy and identity, any books displayed online or in print will have students' last names omitted or changed.
- The Company makes no stipulations about how grant money must be used, other than Customers who are awarded grant money must use it in a manner that directly benefits the Customer's classroom, either in current school year or following school year.
- Grant winners will be contacted in August.