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caseyprinting.com

# Production Estimate

**22511**

**Customer:**

Transportation Agency for Monterey Co.  
55 B Plaza Circle  
Salinas, CA 93901-2952

**Estimate Date:** 04/27/2017

**Casey Printing Contact:** Vanessa Parra

ATTN: Maria Montiel  
Phone (831) 775-0903  
Fax (831) 775-0897

Thank you for your time and consideration in regard to this estimate. Included are the detailed product specifications and prices. This confidential information is intended solely for use by the addressee(s) named above.

## Production Specifications

<b>Description</b>	TAMC 2016 Report - Combo Book
<b>Pages</b>	4 Page Cover + 16 text pages
<b>Size</b>	8 1/4 x 10 3/4"
<b>Pre-Press</b>	Customer upload of "Press Ready" PDF and on-line proof approval via Casey Printing's Internet based pre-press portal system. ( <a href="http://proof.caseyprinting.com">http://proof.caseyprinting.com</a> ) Hard copy proofs are available at additional charge.
<b>Paper</b>	Cover: 100# Matte Text   Text 16 Pgs: 60# Uncoated Offset
<b>Ink</b>	4-Color Process throughout
<b>Bindery</b>	Saddle Stitch on the 10 3/4" Edge
<b>Mailing</b>	ECRWSS for 131,602 copies (Postage not included)
<b>Packaging</b>	Carton Pack 198 for office copies
<b>Delivery</b>	FOB King City
<b>Terms</b>	Net 30 Days

<b>Prices</b>	<b>Quantity</b>	<b>Estimated Price</b>
	131,800	\$ 25,162.80

ECRWSS Mail (Enhanced Carrier Routes Walk Sequence Saturation) -  
All address on selected mail routes receive 1 copy.

Postage not included in above.  
Delivery to DDU Postal Locations is additional.

**Accepted By:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Thank You for giving us the opportunity to submit this quote.  
Estimates are subject to change based upon changes in materials and labor costs.  
Casey Printing's "Standard Terms and Conditions of Sale" are an integral part of the estimate.  
Prices are valid for 30 days unless otherwise specified. Sales tax, if applicable, will be added to the invoice.

# Terms and Conditions of Sale

**22511**

***This contract is entered into by and between Casey Printing, Inc., a California Corporation, here after referred to as CASEY, and Customer, pursuant to the Terms and Conditions of Sale listed below.***

## **1. Quotation**

A quotation not accepted within 30 days is subject to increase or decrease based upon any increase or decrease in the cost of labor and materials at the time of acceptance.

## **2. Accuracy of Specifications**

Quotations are based on the accuracy of the specifications provided. CASEY can re-quote a job at the time of submission if files, copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

## **3. Orders**

Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, act of God, and other causes beyond CASEY'S control. Canceled orders require compensation for incurred costs and related obligations.

## **4. Experimental Work**

Experimental or preliminary work performed at the customer's request will be charged at current rates and may not be used until CASEY has been reimbursed in full for the amount of the charges billed.

## **5. Creative Work**

Creative work, such as programming, sketches, copy writing, dummies and all preparatory work, electronic or conventional, created or furnished by CASEY, shall remain its exclusive property and no use of same shall be made, nor any ideas obtained there from be used, except upon compensation based upon current rates charged for our various services.

## **6. Condition of Copy**

Upon receipt of digital files, original copy, manuscript or customer furnished artwork, should it be evident that the condition of the copy differs from that which had been originally described and consequently quoted, the original quotation shall be rendered void and a new quotation issued.

## **7. Preparatory Materials**

Electronic files, images, artwork, type, plates, negatives, positives and other items when supplied by CASEY shall remain the property of CASEY.

Color Separations, Dies and other Printing Aids are regarded as having been sold to the customer prior to physical use because of separate listing and pricing.

## **8. Electronic Manuscripts/Document Files/Images**

It is the customer's responsibility to maintain a copy of the original file. CASEY is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by CASEY, no claims or promises are made about CASEY'S ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

## **9. Alterations**

An alteration is work performed in addition to the original specifications. Such additional work shall be charged for at CASEY'S current rates for labor and materials.

## **10. Proof Approval Prior to Production**

Hard copy paper proofs shall be submitted to the customer for approval, unless the job is quoted for "InSite" on-line soft proofing approval, or unless the customer has instructed CASEY to proceed without proofs. Corrections are to be indicated by customer on one set and returned marked "O.K." or "O.K with corrections" and signed and dated by customer. CASEY shall not proceed with work until proofs are returned. If revised proofs are desired, request must be made when proofs are returned. CASEY regrets any errors that may occur undetected through production, but cannot be held responsible for errors if the work is printed per customer's O.K.; or if changes are communicated verbally. CASEY shall not be responsible for errors if the customer has refused to accept or return proofs, or has instructed CASEY to proceed without submission of proofs. Customer understands that on-line proof approval (InSite), as well as other forms of electronic proof review and approval (such as emailed PDF), are considered final OK's. CASEY regrets any errors that may occur undetected through production, but cannot be held responsible for errors if the work is printed per customer's electronically transmitted O.K.

## **11. Press Proofs**

Unless specifically provided in writing in CASEY'S quotation, no press proofs will be provided. An inspection sheet of any form or signature can be submitted for customer review and approval, at no charge, provided customer is available at CASEY'S facilities during the time of press makeready. Any changes, corrections or lost press time due to customer's change of mind or delay will be charged for at CASEY'S current rates for labor and materials.

## **12. Color Proofing**

Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When a variation of this kind occurs, it will be considered acceptable performance.

## **13. Overruns or Underruns**

Overruns or underruns will not exceed 10 percent of the quantity ordered. CASEY will bill for the actual quantity delivered within this tolerance. If the customer requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

## **14. Customer's Property**

CASEY shall charge the customer at current rates, for handling and storing customer's stock, printed matter or other materials held more than 30 days.

CASEY will maintain fire and extended coverage on all property belonging to the customer, while such property is in CASEY'S possession. CASEY'S liability for such property shall not exceed the amount recoverable from such insurance.

It is understood that the gratuitous storage of customer's property is solely for the benefit of the customer.

## **15. Delivery**

Unless otherwise specified, the price quoted is for single shipment, without storage, F.O.B. CASEY'S loading dock. Proposals are based on continuous and uninterrupted delivery of complete order, unless specifications distinctly state otherwise, and shall be charged for at CASEY'S current rates. Charges related to delivery from customer to CASEY, or from customer's supplier to CASEY are not included in any quotations unless specified. Materials delivered from customers or their suppliers are verified with delivery tickets as to cartons, packages or items shown only. The accuracy of quantities indicated on such tickets cannot be verified and CASEY cannot accept liability for shortage based on supplier's tickets. Title for finished work shall pass to the customer upon delivery to carrier at shipping point or upon mailing of invoices for finished work or segment, whichever occurs last.

## **16. Production Schedules**

Production schedules, if and when established, will be adhered to by the customer and CASEY, provided that CASEY shall not incur any liability or penalties for delay due to state of war, riot, civil disorder, fire, strikes, accidents, action of Government or civil authority and act of God or other causes beyond the control of CASEY. Any cost due to delay caused by customer shall be charged for at CASEY'S current rates. Delay caused by customer may result in the rescheduling of work to the available open production time frame.

## **17. Customer Furnished Materials**

Camera copy, artwork, electronic/magnetic media, special dies, paper stock, color separations and other customer furnished materials shall be manufactured and delivered to CASEY'S specifications. Additional cost due to delays or impaired production caused by deficiencies in customer supplied materials shall be charged to the customer at CASEY'S current rates.

## **18. Taxes**

All taxes and assessments levied by any governmental authority are the responsibility of the customer. All amounts due for taxes and assessments will be added to the customer's invoice. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority or immediately reimburse CASEY for any additional taxes paid.

## **19. Terms**

Payment shall be cash one-half upon acceptance of quotation and one-half upon delivery of the printing job. Claims for defects, damages, shortages must be made by the customer in writing within 14 days after delivery. Failure to make such claim within the stated period shall constitute irrevocable acceptance and an admission that they fully comply with terms, conditions and specifications. CASEY'S sole liability shall be limited to the stated selling price of any defective goods, or replacement of defective goods at CASEY'S option. As security for payment of any sum due or to become due under terms of any Agreement, CASEY shall have the right, if necessary, to retain possession of and shall have a lien on all customer property in CASEY'S possession including work in process and finished work, whether related to this job or not. The extension of credit or the acceptance of notes, trade acceptances or guarantee of payment shall not affect such security interest and lien.

Customer agrees to pay interest on all accounts 30 days past due at the rate of 1.5% per month. If legal action is brought to enforce the terms of this contract, Customer agrees to pay all court cost and reasonable attorney's fees. Customer agrees to pay a reasonable returned check fee of not less than \$25, in accordance with section 1719 of the Civil Code of the State of California.

## **20. Liability**

### **1. Disclaimer of Express Warranties**

CASEY warrants that the goods are as described in this Contract, but no other express warranty is made with respect to the goods. If any sketches, copy, dummies, samples, and/or all preparatory work was shown to customer, such were used merely to illustrate the general type and quality of the goods and not to represent that the goods would necessarily conform to them.

### **2. Disclaimer of Implied Warranties**

CASEY'S sole warranty is that the services will conform to the description contained in this contract, will be free of defects of materials and workmanship and conform to CASEY'S standard quality. There are no warranties which extend beyond the description or the face hereof.

[U.C.C. Section 2316(2).]

## **21. Indemnification**

The customer shall save, indemnify, defend and hold harmless CASEY from any and all loss, cost, expense, and damages on account of any and all manner of claims, demands, actions and proceedings that may be instituted against CASEY on any and all grounds, regardless of responsibility for negligence and which might arise in connection with the agreed work, including but not limited to allegations or claims that the said printing violates any copyright or any proprietary right of any person, or that it contains any matter that is libelous or scandalous, or invades any person's right to privacy or other personal or economic rights. The customer agrees to defend promptly and continue the defense of any such claim, demand, action or proceeding that may be brought against CASEY, at the customer's sole expense, provided that CASEY shall promptly notify the customer with respect thereto, and provided further that CASEY 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. CASEY reserves the right, in CASEY'S sole discretion, to refuse to print any matter which, in his judgment, he or she shall deem improper, libelous or scandalous.

## **22. Venue**

The parties agree that this contract is entered into in Monterey County, California. If legal action is brought on behalf of either party to enforce its terms, proper venue shall be in the County of Monterey, California.