

Wesley Jessup  
Executive Director  
Eastern Washington State Historical Society  
2316 W 1st Ave  
Spokane, WA 99201

Dear Wes:

This letter sets forth the Agreement 4438 between Lucia|Marquand (L|M) and the Eastern Washington State Historical Society (EWSHS) to produce *Dancing with Life: Mexican Folk Masks* (the Work). The attached Appendix details the Work's specifications, cost, payment schedule, and production schedule and is incorporated by reference.

### 1. Statement of L|M capabilities

- (a) Experience in developing, publishing, and distributing scholarly, museum-quality exhibition catalogues.
- (b) Knowledge of and experience with the market for art exhibition catalogues.
- (c) Ability to provide editing, graphic design, indexing, pre-press, print quality oversight, and printing services management all in-house.
- (d) Experience and ability to produce publications with high-quality, color-accurate image reproductions.
- (e) Experience editing scholarly art history manuscripts.
- (f) The ability to complete all services and deliver printed catalogues to the Eastern Washington State Historical Society by no later than September 3, 2022.

### 2. Description of services

- (a) L|M agrees to produce and EWSHS agrees to purchase the Work in accordance with the specifications and at the price detailed in the Appendix. Should the specifications change, new prices will be negotiated and the Appendix will be updated in writing by the parties.
- (b) L|M's services include design, editorial management, typesetting, text proofing, backup proofreading, image management, pre-press, printing, binding, packing, sea freight, surface transportation, insurance in transit, customs brokerage, and delivery of the Work. L|M will provide EWSHS with one set of duplicate CMYK images reproduced in the book once materials have been delivered to the printer.
- (c) L|M will perform its obligations under this contract, including the production and printing of the Work, in a manner consistent with publishing industry standards.

### 3. Submission of materials to L|M

All images and illustrations to be included in the Work should be submitted to L|M according to L|M's image guidelines. The complete manuscript should be submitted according to L|M's text guidelines.

### 4. Approval stages

- (a) L|M will submit the following material for EWSHS's review and approval: cover designs and typical page spreads; one pdf for review of layout; one set of full-size typeset text proofs for each round of backup proofreading; and one set of color proofs for each round of color corrections.
- (b) MAC agrees to return these materials to L|M, with notice of its approval in writing, according to the schedule agreed upon by L|M and MAC as outlined in the Appendix. Delays in approval or return of materials to L|M or significant changes to the content of the Work by EWSHS may cause a delay in the originally established delivery date.

In such cases, the schedule will be renegotiated. Any delay accountable to L|M will not be held against the delivery date.

#### **5. Delivery date of bound Works to EWSHS**

Except for circumstances beyond the reasonable control of L|M, including force majeure, strikes, labor disputes, wars, accidental disruption of cartage, uncontrollable port delays, Homeland Security inspections, or natural disasters, L|M will deliver the Work to EWSHS according to the schedule in the Appendix, subject to EWSHS's timely delivery, approval, and return of materials to L|M.

#### **6. Price and payment**

(a) EWSHS agrees to pay L|M the amount specified in the Appendix for the services performed under this Agreement, except as expressly stated to the contrary herein. This price does not include the cost to produce an index, the cost to perform a press check (see 5[f]), or the cost to air courier additional advance copies of the Work.

(b) The price indicated in the Appendix is based on the specifications and description indicated in the Appendix and is subject to revision to reflect any material changes or additions made at EWSHS's request to the Work's content, including manuscript length, number of illustrations, printing specifications, or quantity. This price also includes shipping charges for sending each round of text and color proofs to EWSHS, up to three rounds of each. EWSHS will be charged for shipping text or color proofs to additional recipients and international recipients.

(c) If, after the layout is approved by EWSHS, EWSHS adds images to the Work or sends new images to replace existing images, L|M will charge EWSHS \$75 per image, to be applied to the final invoice. The number of images for which L|M charges EWSHS may exceed the number of images in the final Work.

(d) EWSHS agrees to pay L|M for additional color corrections and text alterations made at EWSHS's request after files have been sent to the printer. L|M will bill all such charges to EWSHS at a minimum rate of \$75 per hour depending upon level of work required to make the changes. These additional charges will be added to the final invoice. Corrections to L|M's or typesetter's errors will not be charged.

(e) Design, image, or type alterations made to the printer's plotter proofs at the request of EWSHS, other than L|M's or printer's errors, will be charged to EWSHS at \$50 per page. These additional charges will be made known to EWSHS in writing and added to the final invoice.

(f) If EWSHS requests that an L|M employee perform a press check, supervising printing on site at the printing plant, it will be billed at \$5,000.00.

(g) L|M will make every effort to deliver the exact quantity of the Work ordered. A shortage/overage of 5% or less will constitute fulfillment of the order. Any Works delivered to EWSHS below/above the exact quantity of Works ordered, but not exceeding 5%, will be credited/billed at the amount specified in the Appendix.

(h) If, after the signature of this Agreement, a tariff regime is implemented by the United States government on the manufacturing of printed material in the country in which the Work is printed, L|M will charge to EWSHS the amount of the tariff fee on its final invoice. L|M will notify EWSHS of the existence of any such tariff in advance.

#### **7. Payment schedule**

EWSHS agrees to pay L|M the amount specified in the Appendix in the installments listed in the Appendix. Any change in the price specified in the Appendix will be reflected in the amounts of the unpaid installments. Payment is due as scheduled. Late payments will be charged at a rate of 1% per month after 30 days. L|M must receive each payment as scheduled in order to continue to the following phase of the project.

- 1) 25% upon contract signing in exchange for reserving the project in L|M's calendar
- 2) 25% upon layout approval
- 3) 25% upon files being sent to the printer
- 4) 25% upon delivery +/- shortage/overage plus additional approved charges

**8. Rights and warranties**

(a) EWSHS warrants and represents that it has the full right and power to enter into this Agreement. EWSHS agrees that it is solely responsible for securing all necessary permissions from the owners of material reproduced in the Work. EWSHS further warrants that the text and illustrations of the Work do not violate or infringe upon any copyrights or personal rights, including the rights of privacy of any third party.

(b) The parties agree to indemnify and hold each other harmless against any claim, loss, damage, or reasonable expense, including attorney's fees, arising out of any breach of the above warranties and representations.

(c) L|M agrees that it will produce the Work as a "work for hire" and that L|M retains no rights to the publication that supersede the rights of EWSHS.

**9. Reprints and foreign editions**

(a) Reprints: If a reprint of the work is requested by EWSHS, L|M will manage its production, printing, and delivery. If a co-publishing partner requests a reprint, L|M will contract directly with the co-publisher and provide a royalty to EWSHS. The royalty amount will be determined at the time of the reprint request. No reprint agreement will be made with a co-publishing partner without written approval from EWSHS.

(b) Foreign editions: L|M will manage production, printing, and delivery of any foreign editions, contracting directly with the foreign publisher. L|M will work with the foreign publisher and EWSHS to determine who will handle translation and typesetting. No foreign edition agreement will be made with other publishers without written approval from EWSHS.

**10. General**

(a) Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

(b) DES Sole Source Approval. This provisions of Chapter 39.26. 140 RCW requires this sole source contract to be filed with and approved the Department of Enterprise Services (DES). The effective dates of this contract is either upon DES approval of the contract, the tenth (10th) working day after its filed with DES, or as agreed between the parties, which is later.

(c) Modification/Waiver. No modification or waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both parties. Contract amendments must also be filed with DES and receive approval prior to being effective, except when changes are minor or administrative in nature. The waiver by a party or the failure by a party to claim a breach of any of the provisions of this Agreement shall not be, or be held to be, a waiver of any subsequent breach, or affect in any way the effectiveness of such provision.

(d) Binding agreement. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, except that EWSHS shall not without L|M's prior written consent assign its obligations under this Agreement, and L|M shall not without EWSHS's prior written consent assign its obligations under this Agreement.

(e) Attorneys' fees. In the event of litigation arising out of the execution of this Agreement, or any claimed breach thereof, the prevailing party or parties shall be entitled to recover reasonable attorneys' fees together with reasonable costs.

(f) Governing law. This Agreement will be governed by and construed according to the laws of the State of Washington.

(g) Termination. This Agreement may be terminated by either of the parties if a material breach of contract is not cured within 15 days of written notification to the defaulting party. If the defaulting party is indebted to the other party, all funds due hereunder, including funds due for services performed and all out-of-pocket expenses incurred related to the production of the Work up to the date of termination, will be paid on or prior to the date of termination. If L|M does not exhibit timely performance by failing to deliver the Work by the date and according to the circumstances stated in paragraph 4, L|M will refund to EWSHS monies paid in

proportion to the demonstrated damage done. Non-performance by L|M will be negotiated through arbitration.

**Agreed and accepted**

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Adrian Lucia, Vice President  
Lucia|Marquand

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Wesley Jessup, Executive Director  
Eastern Washington State Historical Society

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Date

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Date

Schedule of Specifications and Payments forming part of the Agreement 4438 between Lucia|Marquand and the Eastern Washington State Historical Society.

**SPECIFICATIONS**

Extent: 168 pages + endsheets + paper-over-board hardcover + head- and tail-bands  
 Trim size: 9½" wide by 11" high, portrait format  
 Interior: Prints 4/4 color + varnish on 157gsm matte art paper  
 Endsheets: Print 4/4 color on 140gsm uncoated paper  
 Hardcover: Prints 5/0 color + lamination on 157gsm glossy art paper wrapped over 3mm board  
 Images: 80 digital  
 Shrink-wrap: All copies individually shrink-wrapped  
 Packing: Kraft-wrapped, packed in 3-ply corrugated board cartons, palletized  
 Shipping: Delivered to Spokane and the UT Press warehouse  
 Advance copies: 5 air-couriered advance sample copies delivered to one location

**PRICE**

1,300 copies: \$53,740.00  
 Copyediting: \$5,000.00  
 Total: \$58,740.00

**OVERS AND UNDERS**

Credited or billed at \$41.34 per copy, not to exceed 65 copies (refer to section 5(g)).

**PAYMENT**

- 1) \$14,685.00 retainer upon contract signing in exchange for reserving the project in L|M’s calendar
- 2) \$14,685.00 upon layout approval
- 3) \$14,685.00 upon files being sent to the printer
- 4) \$14,685.00 upon delivery +/- shortage/overage plus additional approved charges

**PRODUCTION SCHEDULE (ABRIDGED)**

May 13, 2022, contract signing  
 July 15, 2022, to printer  
 On or about September 12, 2022, advance copies deliver  
 On or about December 2, 2022, bulk delivers

Agreed and accepted

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Adrian Lucia, Vice President  
 Lucia|Marquand

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Wesley Jessup, Executive Director  
 Eastern Washington State Historical Society

Date

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