

# MARKETING PROGRAM LETTER OF AGREEMENT



Dear Bookseller,

This Letter of Agreement (“LOA”) serves as the understanding between your store(s) (“you” or “your”) and the American Booksellers Association’s wholly owned subsidiary, Book Sense, Inc. (“BSI”), created to operate the Book Sense Marketing Program (the “Program”). Your participation in the marketing and promotional activities of the Program is described below. This LOA is intended to insure the marketing strength of the **Book Sense** brand name for all participating independent bookstores.

## 1. LICENSE

BSI hereby gives you a limited, non-exclusive license to use the Book Sense Marks as listed below in furtherance of the Program during the term of this LOA. This license is royalty free, provided however, BSI reserves the right to charge a fee if warranted after future evaluation of the Program and requested by the ABA Board of Directors.

## 2. THE BOOK SENSE MARKS

The Book Sense Marks include, without limitation, the trademarks “Book Sense”, “BookSense.com”, “The Book Sense Picks”, “The Book Sense 76”, the “Book Sense Bestseller List” and the various Book Sense logo designs. The Book Sense Marks also include the tag line, “Independent Bookstores for Independent Minds”, and any other trademarks and designs that may be developed by BSI and are included in the Program start-up kit and online at [www.BookWeb.org](http://www.BookWeb.org), as they may be revised from time to time.

## 3. PROGRAM REQUIREMENTS

a. STORE SIGNAGE - Over the course of this LOA, BSI will provide certain store signage materials. You agree to **use your best efforts** to use these materials as follows:

- i. To prominently display the Book Sense window/door and cash register decal, and to re-order as necessary.
  - a. Additional Program store signage materials may be provided and may include posters, counter cards, shelf talkers, and other items.
  - b. The materials in the Program start up kit are complimentary. (Certain additional materials may be replaced at a nominal fee. Please see <http://www.bookweb.org/files/open/pdf/ABABS.pdf> for this list.)
- ii. To prominently display the Book Sense poster. You will be provided with at least two Book Sense posters per bookstore or per sales floor.
- iii. To prominently display the Book Sense Marks (where reasonable) on all your bags and bookmarks at the earliest opportunity. If you have other merchandise that you label with your bookstore’s name, you may co-brand that merchandise with the Book Sense Marks, subject to the Program’s guidelines on usage.
- iv. To include the Book Sense Mark in all your local advertising, mailers, and newsletters, where practicable.

### b. BOOK SENSE PICKS LISTS

- i. You agree to distribute or make readily available to your customers copies of any of the Book Sense Picks lists (including but not limited to the monthly Picks flyers, the specialty Top Ten lists, The Children’s Picks, the Paperback Picks list, Reading Groups Picks, and other Picks lists as distributed by BSI from time to time.)
- ii. BSI will provide your store with a gratis amount of lists on a regular basis. (It is recommended that you stamp or sticker your bookstore information to the lists prior to distribution.)

### c. PAPER GIFT CERTIFICATES.

The Book Sense Paper Gift Certificate Program in effect as of the date of this LOA will be discontinued as of June 1, 2005. As of that date you and all booksellers must stop selling Book Sense Paper Gift Certificates to consumers. After that date, the statement on the face of the certificate, “Redeemable at any store with Book Sense nationwide,” will not pertain. You will still be required to accept **valid** paper gift certificates as per local/state laws and other criteria as set forth by Book Sense. Accordingly, you acknowledge the following:

- i. Before and after June 1, 2005, all Book Sense stores need to accept **valid** gift certificates, even if it has not sold them;
- ii. Before and after June 1, 2005, Book Sense will continue to provide reimbursement for all valid Book Sense Paper Gift Certificates in accordance with established reimbursement guidelines for as long as necessary. [To review these guidelines, or for a printed version visit: <http://www.bookweb.org/files/open/pdf/booksense/PAPERUPD.pdf>; and

- iii. Before and after June 1, 2005, a gift certificate selling bookstore must have a valid credit card on file with the ABA in order to reimburse the redeeming bookstore. If the selling bookstore's agreement with ABA is terminated for any reason, the store must agree to maintain a valid credit card on file with an authorized signature with ABA for a minimum of two (2) years after separation from the Program. Arrangements can be made for ACH transfers.

#### 4. PROGRAM BENEFITS - WHITE AND RED BOX MAILINGS

Subject to the conditions below, you will receive two mailings a month, the Red Box and the White Box. The Red Box will include time sensitive marketing and promotional materials including the Book Sense Picks Lists. The White Box will contain advance reading copies, galleys, and other materials provided by Book Sense Publisher Partners. All Book Sense participants will receive the monthly Red Box mailing. However, in order to receive the White Box Mailing, you must participate in **any two** of the following five programs on a regular basis:

- a. Report to the Book Sense Bestseller List at least three weeks out of each month via BookScan (free to ABA members), ABA upload, or manually at [www.BookWeb.org](http://www.BookWeb.org);
- b. Send in at least one Book Sense Picks nomination each quarter per calendar year via email, BookWeb.org online nomination form, mail, or fax to Book Sense;
- c. Establish and maintain a permanent Book Sense Picks display area in your store where consumers may pick up the monthly flyers and other specialty lists. (We encourage you to download and display the weekly Book Sense National and/or Regional Bestseller Lists to create a display area);
- d. Actively participate in the Book Sense Gift Card program. A separate ACH authorization, program agreement, and order form is required for participation.; and/or
- e. Actively participate in the BookSense.com national network of independent bookstores web sites. (To join BookSense.com please contact Len Vlahos, Director, at [len@booksense.com](mailto:len@booksense.com) or (800) 637-0037 x6650.)

#### 5. FEE-BASED OPTIONAL BOOK SENSE PROGRAMS

There are two optional elements of the Program that include separate costs and agreements.

- a. BookSense.com - BookSense.com is available for any Book Sense participant who wants to have a presence on the Internet and to become part of the BookSense.com national network of independent bookshops. (To join BookSense.com please contact Len Vlahos, Director, at [len@booksense.com](mailto:len@booksense.com) or (800) 637-0037 x6650.)
- b. Book Sense Electronic Gift Cards - The Program contains an optional national electronic gift card program. A separate ACH authorization, program agreement, and order form is required for participation.

#### 6. ADDITIONAL MARKETING AND PROMOTIONAL ACTIVITIES. As a Program participant, you will be asked to consider national or regional activities that BSI, may offer through Red and White Box mailings in connection with the Program using the Book Sense Marks.

#### 7. USE OF YOUR STORE'S NAME IN THE PROGRAM. By virtue of your participation in the Program, you authorize BSI to list and reference your bookstore in all of BSI's trade and consumer information directory services. When appropriate to have bookstore listings in regional marketing and promotional activities, BSI will assure that all bookstores participating in the Program and located in a region are listed in the appropriate regional marketing and promotion activities.

#### 8. QUALITY ASSURANCE. The high quality of the products and services associated with the Book Sense Marks is essential to ensure the success of the Program. Your maintenance of the high standards of the products and services associated with the Book Sense Marks is important. The Marks may only be used in the ways described in the guidelines provided by BSI. This will also assure consistency nationwide. Occasionally BSI, may check usage of the Book Sense Marks by participating stores. If any issues are identified concerning the products or services using the Book Sense Marks, BSI will contact you and work with you to resolve the issues. If the issue is not resolved or other terms or conditions of this LOA are not being met, BSI may terminate this LOA and your license to use the Book Sense Marks. Should you thereafter satisfy BSI that you have resolved the issues identified and you are meeting the terms and conditions of this LOA, you will be re-admitted to the Program.

#### 9. REPRESENTATIONS AND WARRANTIES. You represent and warrant as follows: that you are an American Booksellers Association Regular Bookstore Member; that you operate an independently owned store-front bookstore that derives a substantial portion of its total sales and revenue from the sale of new trade books; and that your bookstore is located in a publicly accessible shopping area and is open to the public on a regular and on-going basis.


#### 10. TERM. The term of this LOA will begin as of January 1, 2005 or the date of signing, whichever is later and will continue coterminous with your ABA membership. Upon the expiration of your ABA membership for whatever reason this LOA will expire as well, and any rights and obligations concerning its termination will apply. This LOA is incorporated by reference into any Program letter of agreements signed prior to January 1, 2005.

11. ENDING THE LETTER OF AGREEMENT. If you wish to end this LOA and your participation in the Program at any time, you will send a written notice to Book Sense, Inc., c/o American Booksellers Association, 200 White Plains Road, Tarrytown, NY 10591, to the attention of Book Sense Marketing. At the same time you send that notice you agree to remove the Book Sense Marks from display in any form within your store, in your ads, or on any store materials. At the same time, BSI will discontinue using your store's name in any materials that list participants' names. You also agree to return unsold Book Sense gift certificates (if applicable) as specified in paragraph 3c above. You agree to be financially responsible for all unredeemed Book Sense gift cards sold by your bookstore in accordance with the Gift Card agreement.

**PLEASE COMPLETE APPENDIX A ATTACHED TO THIS LETTER. (if necessary)**

The American Booksellers Association

By



Date: \_\_\_\_\_

Avin Mark Domnitz  
Chairman, Book Sense, Inc.

Book Sense, Inc.  
c/o American Booksellers Association  
200 White Plains Road, Tarrytown, NY 10591  
(800) 637-0037 Fax: (914) 591-2720

Agreed to and accepted by:

\_\_\_\_\_  
Bookstore Name

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Please complete the following for inclusion in the ABA database and listings on [www.BookWeb.org](http://www.BookWeb.org) and [www.BookSense.com](http://www.BookSense.com)**

\_\_\_\_\_  
Bookstore Street Address

\_\_\_\_\_  
Bookstore City, State, Zip

\_\_\_\_\_  
Bookstore Phone Number (for customer)

\_\_\_\_\_  
Bookstore Fax Number (for customer)

\_\_\_\_\_  
Bookstore E-Mail Address (for customer)

Questions should be directed to:  
Jill Perlstein, Director of Marketing  
(800) 637-0037, ext. 6642  
(914) 591-2665, ext. 6642  
e-mail: [jill@bookweb.org](mailto:jill@bookweb.org)

APPENDIX A

NOTE: Book Sense requests that the following detailed information be provided in order to communicate efficiently and effectively with you, your staff, and potential book buyers.

**Please provide the name of your Book Sense contact person and the full address of your office or headquarters (not the store front) if applicable.**

Book Sense contact \_\_\_\_\_ Phone \_\_\_\_\_

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

City, State, Zip \_\_\_\_\_

**Please provide the information requested below for your main or flagship bookstore location: (this information will be used in all consumer listings and directories)**

Bookstore Name \_\_\_\_\_ Phone number for the customer \_\_\_\_\_

Street Address \_\_\_\_\_ Fax for the customer \_\_\_\_\_

City, State, Zip \_\_\_\_\_ E-mail for the customer \_\_\_\_\_

**Please provide the names and full addresses for your other bookstore locations and a key contact person at each location if applicable (attach a separate sheet if necessary).**

Bookstore Name \_\_\_\_\_ Phone number for the customer \_\_\_\_\_

Street Address \_\_\_\_\_ Fax for the customer \_\_\_\_\_

City, State, Zip \_\_\_\_\_ E-mail for the customer \_\_\_\_\_

**I choose to sell and redeem Book Sense Gift Cards**

**Please send me information on BookSense.com**

Request for complimentary, additional, in-store BOOK SENSE promotional materials:

QTY	DESCRIPTION
_____	6" x 8" two-sided window/door decal(s) (one sent upon sign-up)
_____	3 1/2" x 4 1/2" cash register decal(s) (one sent upon sign-up)
_____	Book Sense Posters (two sent upon sign-up)

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