The Catalog Network, Inc.

2012 FALL Catalog Agreement

❑ 12 PG GIFT ❑ 24 PG GIFT ❑ 20 PG COLL

Return via fax 214-956-9940 • Questions? Call 888-922-8638

This agreement is made on the _____ day of_____month, _____year by and between **The Catalog Network, Inc.** (hereinafter referred to as "Company") 3875 Regent Drive, Dallas, Texas 75229 and_____(hereinafter referred to as "Customer") at:

Street_____

City_____ State_____ Zip_____

Contact_____ Telephone_____ Fax_____

Email_____

TERMS AND CONDITIONS

1. Company shall be responsible for designing, producing and coordinating a fall advertising catalog for Customer. Company shall also be responsible for personalization of front and back cover and printing of catalog.
2. Customer shall receive ZIP codes exclusive to this Agreement provided that Customer distributes to a minimum of 75% of the addresses in the ZIP codes listed on this agreement. Company reserves the right to review protected areas at any time to insure maximum distribution is being met according to catalog quantity purchased. All ZIP codes are subject to approval by Company. Customer shall identify herein all ZIP codes they will be mailing to in order to protect exclusivity. Company is not responsible for mailing errors or overlapped ZIP codes not listed on this Agreement.
3. Customer is responsible for mailing service, postage and freight coordination and all other functions related to the distribution of the catalog. In no event shall Company be responsible for Customers' incidental or consequential damages, losses, costs or legal fees, incurred as a result of the transactions contemplated herein.
4. Customer shall have the option to repurchase exclusive distribution rights for the same ZIP codes areas listed herein for the following year provided Customer executes a renewal with Company by no later than December 31, 2012. Company reserves the right to review each contract renewal annually prior to acceptance.
5. All payments are due on the first of each month. Failure to tender timely payment to Company may be grounds for immediate cancellation with no refund. All outstanding past due balances, beyond 30 days, shall accrue interest at the rate of 1% per month (12% per annum).
6. In the event that Company shall be prevented from performing any obligations due under the terms of this Agreement by an act of God, acts of war, riot, civil commotion, act of State, strikes, fire, flood or by occurrence of any other event beyond the control of the parties hereto, Company shall be excused from any liability or further performance of its obligations and undertakings.
7. This Agreement shall be binding upon the parties and their successors, assigns, executors, heirs and transferees.
8. This Agreement shall not be effective unless and until Customer tenders to Company the required deposit set forth herein. All deposits are non-refundable in the event Customer cancels this Agreement.
9. Additional costs not included in the catalog price are Company's standard catalog cover personalization charge of $300.00 per catalog version; listed as your deposit. Any additional personalization charges shall be invoiced to Customer separately and shall not be included in the base price of the catalog. Any switchout options other than standard version will incur an additional $250.00 plate charge billable in July. Only one switchout per customer. In the event Company's cost for paper or other raw material increases after the execution of this Agreement, Customer agrees to pay Company for all such increases in price.
10. Company does not guarantee Customer's acceptance or shipment by any vendor.
11. A catalog printing of + or -- 3% of any quantity order constitutes acceptable delivery.
12. Reproduction in whole or in part is strictly prohibited without written permission from The Catalog Network.

_____(qty.)❑ 12pg **GIFT** ❑ 24pg **GIFT** ❑ 20pg **COLL** catalogs @ _____¢ each....$_____

Plus standard personalization fee/deposit.....$ +300.00

Total contract amount.....$_____

Deposit (you will be billed for this)..... $ -300.00

Remainder Due.....$_____

_____ Monthly payments (due on the first of month).....$_____

beginning....._____1, 20___ through _____ 1, 2012
MONTH MONTH

_____ _____ _____

Authorized Signature Date Title

_____ _____ _____

The Catalog Network, Inc. Signature Date Title