

The Catalog Network, Inc.

2012 SPRING 12 Page Catalog Agreement

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

This agreement is made on the _____ day of _____, _____, 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 Spring 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.
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. Invoicing will reflect any changes in actual quantity.
12. Reproduction in whole or in part is strictly prohibited without written permission from The Catalog Network.

_____ qty. 12 PG SPRING + _____ free@ 22¢ ea.....	\$	+300.00
Plus standard personalization fee/deposit.....	\$	
Total contract amount.....	\$	-300.00
Deposit (due now with contract).....	\$	
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