

Baker & Taylor Marketing Agreement

This **MARKETING AGREEMENT** is made and entered into as of the ___ day of _____, 2015 between **BAKER & TAYLOR, INC.**, a Delaware Corporation with offices at 2550 West Tyvola Road, Suite 300, Charlotte, North Carolina, 28217 and _____ (**PUBLISHER**) with offices at _____ (Address). Both parties have agreed to the following terms for Publisher/Wholesaler Cooperative Advertising and Marketing. The participation levels outlined below are either representative of your company's stated policy or fall within the guidelines established by this agreement and specify competitive levels of participation. Your company's stated policy takes precedence over these options. (Please attach your company's stated policy, if applicable, to this form.) Please choose one Option below.

_____ **Option 1 - (1%):** The approved amount below is equal to or exceeds 1% of Baker & Taylor's prior year net billings. All funds are to be used for advertising. Baker & Taylor has an annual minimum advertising rate of \$1,000.00 or the below calculated amount if greater. All title fees (as described in Option 3) are included in Option 1.

The Publisher agrees to an annual co-op budget of \$_____.
Initial Here: _____

Any unused funds as of December 1 of the contract year will be allocated to appropriate December promotions as determined by your advertising sales representative.

_____ **Option 2 - (0.5 % to 0.9%):** The approved amount below is equal to or falls within 0.5% to 0.9% of Baker & Taylor's prior year net billings. 85% of these funds are to be used for title promotion in the form of advertising. The remaining 15% of the agreed-upon amount will be applied to the per-title fee as outlined in Option 3. Baker & Taylor has an annual minimum advertising rate of \$1,000.00 or the below calculated amount if greater.

The Publisher agrees to an annual co-op budget of \$_____.
Initial Here: _____

Any unused funds as of December 1 of the contract year will be allocated to appropriate December promotions as determined by your advertising sales representative.

_____ **Option 3 - Title Fees:** Should the Publisher not qualify for or select either Option 1 or 2 within 45 days of receiving this contract, the Publisher will be assessed a \$25.00 fee for each title added to our database. We will bill these fees quarterly and automatically deduct them from the Publisher's account. Backlist titles older than 12 months will not be assessed any fees. These data-management fees cover the cost of:

- Title feeds to our brick-and-mortar and online customers
- Annotations in our print and digital catalogs, trend reports and other promotional materials
- Product placement on TS360, our online ordering system

New Vendors will initially participate in the New Vendor Premium Program, which is reviewed at the time of new-vendor setup. After one year, the Publisher must select one of the above Marketing Agreement options.

Distribution Publishers: Any Publisher who, in addition to having their own publishing program, provides a distribution function for other publishers will be required to select a level of Membership Participation for their client(s) and must provide an authorized signature. Proof of this authorization must be attached to this document. Any co-op fees for client publishers will automatically be deducted from the distributing Publisher's account unless other direction is specified and approved by Baker & Taylor.

Co-op Contract: Baker & Taylor will accept and schedule ads and promotional materials approved by the Publisher's representative based on email or written instructions or any agreement authorizing the same. A credit memo and all required proof of performance will be issued for both print and electronic ads within 30 days of the authorized promotion. The Publisher will honor all valid claims submitted at the agreed upon rates.

This agreement has been reviewed and accepted by the Publisher's representative with full understanding of the levels of vendor participation and agreement to provide the marketing support that relates to promoting the Publisher's titles to wholesale customers.

Co-op funds are intended for the promotion of the Publisher's titles and are not to be allocated by the Publisher to pay for any other fees or services the Publisher may be participating in with Baker & Taylor.

Accepted By:

Print Name: _____ Date: _____

Signature: _____

Title: _____

Baker & Taylor Approval: _____

This agreement is effective January 1 through December 31, _____.

Note: All publishers are required to select the appropriate membership plan within 45 days of receiving this agreement. Prior-Year Net Billing will be defined as Baker & Taylor's net purchases with the publisher during the previous calendar year."

All plans auto-renew on January 1, unless The Publisher notifies Baker & Taylor of an option change prior to the renewal date.