

Barnes & Noble Bookfair Agreement

Your organization has expressed an interest in participating in a Barnes & Noble Bookfair (the "Bookfair"). The Bookfair is an opportunity for schools Pre-K through 12 and non-profit literacy and arts organizations to raise money through in-store and online book sales by encouraging their supporters to shop at Barnes & Noble stores and online at www.bn.com/bookfairs during a designated time period.

This Bookfair Agreement (the "Agreement") sets forth the terms of the agreement between Barnes & Noble, Inc. and Barnesandnoble.com llc and any of their subsidiary and affiliated companies (collectively "Barnes & Noble") and the organization listed below with respect to the Bookfair.

Complete and return this Agreement at least one month prior to the Bookfair in which your organization is participating.

Bookfair Details:

Organization Name: Fort Bend County Libraries

Contribution Remittance Address: 1001 Golfview Drive

City: Richmond State: TX Zip: 77469

Organization's State Tax ID/Tax Exempt #: 74-60019692

Tax Exempt Certificate Form Attached (REQUIRED) ☐

Contact Person's Name: Debra Moseley Phone: 281-344-3880

Contact's Email Address: dmoseley@fortbend.lib.tx.us

Scheduled Date of In-Store Bookfair: Sept 10 & 11 Time of Event: All Day

Scheduled Dates for Online Bookfair: Sept 9 - 16, 2010

I am taking my contribution in the form of: ☒ Barnes & Noble Gift Card ☐ Cash

In-Store Purchase Guidelines

- Supporters of the Bookfair must present a valid Bookfair voucher or mention participation in the Bookfair at the register prior to the transaction for their purchases to count towards the in-store Bookfair total.
- Only eligible purchases made during the agreed-upon Bookfair dates will count towards the Bookfair.
- Barnes & Noble Members may use their Membership discount on all eligible purchases during the Bookfair.
- Educator discounts may be used on all eligible purchases during the Bookfair.
- Purchases made with corporate or institutional discounts are not included in the Bookfair total.
- Certain offers, promotions, or discounts may not be offered during the Bookfair.
- Bookfair purchases returned within 7 days of the end of the Bookfair date will be deducted from total.
- All Bookfair purchases are subject to normal state and local tax requirements.

8-26-10 copy received

The following transactions are not included in the in-store Bookfair totals:

- The purchase of gift cards
- Shipping or handling fees; or Barnes & Noble Membership fees (new or renewal)
- The purchase of text books, magazine subscriptions, video games, software and digital devices including NOOK and other ereaders, other hardware and accessories*.
- Purchases made at Cafes owned and operated by Starbucks
- Other items Barnes & Noble may exclude from time to time in its sole discretion

*The purchase of NOOK eReaders and accessories may be eligible Bookfair purchases, but will not be included as part of the overall in-store Bookfair total. The above in-store purchase guidelines apply.

Online Purchase Guidelines

- Supporters of the Bookfair shop through www.bn.com/bookfair, and are required to enter a valid Bookfair Event ID Number in the designated field found on the payment page during checkout in order for their purchase to count towards the online Bookfair total.
- Only eligible purchases made during the agreed-upon online Bookfair dates and shipped within five days after eligible dates will count towards the Bookfair.
- Pre-orders will not count toward Bookfair sales if not shipped in the eligible period.
- Barnes & Noble Members may use their Membership discount on all eligible purchases during the Bookfair.
- Educator discounts may be used on all eligible purchases during the Bookfair.
- Purchases made with corporate or institutional discounts are not included in the Bookfair total.
- Certain offers, promotions, or discounts may not be offered during the Bookfair.
- All Bookfair purchases are subject to normal state and local tax requirements.

The following products and services are not included in the online Bookfair totals:

- The purchase of gift cards and online gift certificates
- Digital content (including but not limited to digital books, magazines, and periodicals)
- Downloadable Audiobooks in MP3 or any other format
- Gift-wrapping fees; shipping or handling fees; or Barnes & Noble Membership fees (new or renewal)
- The purchase of text books, used and out of print books, magazine and magazine subscriptions, video games, software and digital devices including NOOK and other ereaders, other hardware and accessories*.
- Other items Barnes & Noble may exclude from time to time in its sole discretion

*The purchase of NOOK eReaders and accessories may be eligible Bookfair purchases, but will not be included as part of the overall online Bookfair total. The above online purchase guidelines apply.

In-Store Contribution Guidelines

- The contribution to the organization is based on the selling price of merchandise sold, before tax.
- The amount of the contribution is determined by the total eligible purchases made by supporters of the organization during the agreed-upon Bookfair dates.
- The percent is based on the total net (pre-tax) sales of the Bookfair according to the following chart:

<i>Net Sales</i>	<i>Percent contributed to organization</i>
< \$2,000	10% Cash Back or 15% in Barnes & Noble Gift Cards
\$2,000-\$10,000	15% Cash Back or 20% in Barnes & Noble Gift Cards
> \$10,000	20% Cash Back or 25% in Barnes & Noble Gift Cards

Online Contribution Guidelines

- The contribution to the organization is based on the net sales** of eligible merchandise sold on the www.bn.com/bookfairs website during the online Bookfair dates according to the following chart:

10% Cash Back; or
12% in Barnes & Noble Giftcard

NOOK eReader and Accessories Contribution Guidelines

The contribution to the organization for the purchase of NOOK eReaders and accessories is based on the selling price of merchandise sold in store, before tax, determined by the total eligible purchases made by supporters of the organization during the agreed upon Bookfair dates; and the net sales** of eligible merchandise sold on the www.bn.com/bookfairs website during the online Bookfair dates according to the following chart:

5% Cash Back; or
5% in Barnes & Noble Giftcard

***Net sales shall be defined as the gross proceeds actually received by BN.com less (i) applicable sales taxes, duties, gift wrapping fees, shipping fees, handling fees, Member fees or renewals; (ii) losses due to credit, charge and debit card fraud and bad debt; (iii) the face value of any coupon or other discount.*

Contribution Payment and Reconciliation for All Eligible Bookfair Purchases

- The organization will receive one contribution payment for the Bookfair based on purchase and contribution guidelines above.
- The means of payment (e.g. check or gift card) for the contribution payment will be the same for all portions of the Bookfair.
- Barnes & Noble will provide a spreadsheet with final transaction details upon request within 60 days from the end of the online Bookfair.
- Bookfair totals as reported by Barnes & Noble are final.

Bookfair Promotion and Planning

On behalf of my organization, I agree to actively promote the Bookfair prior to the scheduled dates of the Bookfair through the following:

- My organization will produce and distribute copies of the approved Barnes & Noble Bookfair Voucher and will actively promote the Bookfair to our supporters with at least three communications prior to the commencement of the Bookfair.
- My organization will submit any other promotional materials, including, but not limited to, advertisements and brochures, at least one month prior to the commencement of the Bookfair for approval by the Barnes & Noble community relations manager or store manager at their sole discretion.
- My organization will be available to meet with the Barnes & Noble community relations manager or store manager throughout the planning of the Bookfair and at least two weeks in advance of the commencement of the Bookfair to review final details.
- My organization will refrain from distributing vouchers or organization-specific materials in the store or on any premises adjacent to the store, and will not approach Barnes & Noble customers in any manner.

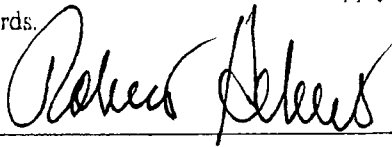
Confidentiality and Publicity

I understand and accept that:

- My organization will hold all information regarding the business and financial terms of this Agreement and the Bookfair, including but not limited to, Organization's sales at the Bookfair and Barnes & Noble's contribution and contribution percentage (collectively, "Confidential Information") in confidence and not disclose this Agreement or any Confidential Information to any third party without the express prior written permission of Barnes & Noble.
- My organization shall not make any statement to the press, or issue any press release, referencing the Bookfair or Barnes & Noble without the express prior written permission of Barnes & Noble.

Barnes & Noble shall have the right to terminate this contract and cancel the Bookfair at any time should you fail to comply with any part of this contract or any Bookfair guidelines as communicated by the Barnes & Noble representative.

"Confidential Information" does not apply to a government agency that must disclose public records.



Robert Hebert, County Judge
Fort Bend County

August 24, 2010

Date