

**SPACE RESERVATION CONTRACT**  
**Informal Education Products, Ltd. – Fall 2008 – 2009**  
**Publisher of Museum Tour Catalog – www.museumtour.com**

**Issue Date:** \_\_\_\_\_

Publisher	Vendor
Informal Education Products, Ltd. 2517 S.E. Mailwell Drive Milwaukie, OR 97222 Direct Line: 503-794-7100 Fax: 503-794-7111	

Merchandise

**Fall 2008 – 2009 Museum Tour Catalog: 2,000,000 Circ      Amount Reserved:      Space:**

PAYMENT SCHEDULE
Vendor agrees to pay IEP \$_____ for reservation of space in the fall 2008 – 2009 catalog for the Merchandise listed above. 1.5% monthly (APR 18.0%) late fee charged for payments 30 days past due. Payment schedule is as follows:  \$_____ deposit due upon signing  Balance of \$_____ due as follows: \$_____ on _____, 2008 \$_____ on _____, 2008  Check _____ Credit Card _____ Card Number _____ Expiration date: _____ I authorize the above credit card number to be used for deposit _____ (initials) Yes _____ No _____ I authorize the above credit card number to be used for all future payments. _____ (initials) Yes _____ No _____  Signature _____ Date: _____  Deposits are non-refundable

**VENDOR HAS READ AND AGREES TO THE TERMS AND CONDITIONS OF PAGE 2 HEREOF.**

Accepted and Agreed for Vendor	Accepted and Agreed for IEP
Authorized Signature: _____  Title: _____  Date: _____	By: _____  Signature _____ Marilynne Eichinger - President  Date: _____

## ADDITIONAL TERMS AND CONDITIONS OF SPACE RESERVATION CONTRACT

**1. RESERVATION:** Vendor's Merchandise will be featured in high-quality full-color catalogs. Each participant contributes a small amount of space towards the page heading. Positioning of product in the catalog is at the sole discretion of IEP. Mailing dates for catalogs are subject to change at IEP's discretion. A photocopy of Vendor's text will be sent to the Vendor for final approval. Vendor is responsible for content and ensuring that the final copy is error free by promptly providing written changes. Vendor agrees to defend, indemnify, and hold harmless IEP from any and all claims, suits, actions, liabilities, damages, losses, penalties or expenses, including attorney's fees, incurred by Vendor arising out of the publication of the product description.

If IEP does not produce a catalog in which the Vendor has purchased a space, IEP will reimburse Vendor for the catalog space charges incurred, which shall be the sole and exclusive remedy of Vendor. In the event Vendor cancels a reservation before May 1, 2008 IEP will refund amounts paid in excess of the deposit, which the parties agree is a reasonable estimate of IEP's production and administrative costs. No cancellations are accepted after May 1, 2008. Products must be finalized by May 31, 2008. Design and copy changes made once the catalog has gone to the color separator will incur additional fees.

**2. MERCHANDISE:** All merchandise must be offered on a complete satisfaction guaranteed basis. Merchandise received and sold by IEP must be exactly agreed upon prior to catalog production. Substitutions can negatively impact sales, increase the return rate and result in customer's dissatisfaction. Exceptions are subject to the IEP approval process and left to the sole discretion of IEP. A 5% penalty of retail sales on substituted items will be imposed. After notice to Vendor IEP shall have the right, at its sole discretion, to refuse to accept orders for items over a 6% customer dissatisfaction rate without any obligation on the part of IEP to refund Vendor any sums paid or payable under this agreement. All Vendor payments must be current otherwise IEP has the right to hold all future monies

from consignment sales and/or all product held in IEP's trust for consignment sale at a penalty purchase price of 50% of the retail price.

**3. LIMITATION OF LIABILITY:** IEP shall not be liable for any consequential, incidental, special or exemplary damages arising out of, or in any way connected with, this agreement or the published material, including but not limited to, lost income, profits, loss of use, any claim based on indemnity or contribution, or the failure of any limited or exclusive remedy to achieve its essential purpose. Vendor's exclusive remedy shall be a refund of the amount paid. An action or claim for damages must be commenced within one (1) year from catalog release date.

**4. FEES, DISCOUNTS, REFUNDS AND REIMBURSEMENTS:** Provided that all advertising costs pursuant to this Space Reservation Contract are paid in full, IEP will remit to Vendor on a monthly basis an amount equal to the net retail sales value of Vendor's Merchandise multiplied by the agreed upon percentage. IEP will subtract customer refunds on returns from net consignment sales. IEP has the right to withhold an estimated % of Vendors monthly consignment sales due for future customer refunds on returns through the contract term. If Vendor has no consignment sales owed to them, Vendor accepts responsibility and will reimburse IEP for all customer refunds for returns within 12 months of the catalog publication date. After the aforementioned dates, IEP will be responsible for returns. In all cases, Vendor shall reimburse IEP for all refunds issued at any time due to customer dissatisfaction with Vendor's Merchandise.

**5. JURISDICTION AND VENUE:** If any dispute arises between the parties that is related to or results from this contract or either party's performance or breach thereof, the resolution of such dispute shall be in the state or federal courts located within Clackamas County, Oregon. The prevailing party in any proceeding shall be entitled to its costs and expenses incurred, including reasonable attorney's fees.

### TERMS AND CONDITIONS READ AND ACCEPTED BY VENDOR

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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