

INGRAM LIBRARY SERVICES AGREEMENT

This Ingram Library Services Agreement (“**Agreement**”) is between Ingram Library Services LLC, with its principal place of business at 1 Ingram Blvd., La Vergne, TN 37086 (“**ILS**”) and the Stockton-San Joaquin County Public Library with its principal place of business at 605 N. El Dorado St., Stockton, CA 95202 (“**Customer**”). ILS and Customer are each referred to herein as “**Party**” and, collectively, “**Parties**.”

WHEREAS, Customer wishes to purchase books and book related materials and cataloging and processing services from ILS.

WHEREAS, ILS wishes to sell books and book related materials and cataloging and processing services to Customer.

NOW, THEREFORE, Customer agrees to purchase books and book related materials (“**Product**”) from ILS pursuant to the terms set forth in Exhibit A, attached hereto and incorporated herein by reference, and ILS agrees to provide Customer cataloging and processing services (“**Services**”) pursuant to the terms set forth in Exhibit B, attached hereto and incorporated by reference herein, and in accordance with the following terms and conditions.

1. **TERM**. This Agreement shall be effective as of the date last signed by a Party below (“**Effective Date**”) and, except as otherwise provided herein, will continue for a period not to exceed five (5) calendar years from the Effective Date until terminated (a) by one of the Parties giving the other Party at least thirty (30) days prior written notice, or (b) as otherwise provided herein.
2. **PRODUCT DISCOUNT**. Unless otherwise agreed between the parties in writing, discounts are per the terms in Exhibit A.
3. **SERVICES**. ILS agrees to provide Services at its facilities in accordance with the specifications provided in Exhibit A.
4. **CREDIT AND PAYMENT; SHIPPING; RETURNS**. Per the terms in Exhibit A.
5. **TAXES; INDEMNITY**.
 - a. **Taxes**:
 - i. Unless exempt, Customer agrees to pay ILS any sales, use, gross receipts, business activity, VAT, GST, and/or similar type taxes that ILS is required to charge and collect from Customer for Product and Services purchased (“**Taxes**”). Taxes will be paid to ILS when payment for Product is due or upon receipt of a valid tax invoice.
 - ii. If exempt from Taxes, Customer agrees to provide ILS resale certificates, exemption certificates, and/or other appropriate documentation to demonstrate exemption.
 - b. **Indemnity**: Customer will defend (at ILS’s option), indemnify and hold ILS harmless for all demands, claims, damages and related costs, including reasonable attorney fees, arising out of or related to Customer’s noncompliance with any of its responsibilities in this Agreement.
6. **NOTICES**. Any notice required or permitted to be delivered or given under this Agreement shall be deemed to have been effectively delivered or given and received (i) on the date personally delivered to the respective Party to whom it is directed, (ii) five (5) business days after the date it is sent by domestic registered or certified mail, with postage and charges prepaid, (iii) on the first business day following the date of dispatch if delivered by a recognized next-day courier service, or (iv) upon confirmation of receipt of electronic mail (email). All notices must be sent to the applicable Party, addressed to the person and address set forth below or to another address specified in writing by a Party.

ILS:

Ingram Library Services LLC
 Attn: Legal
 1 Ingram Blvd.
 La Vergne, TN 37086

Customer:

As provided in the applicable signature block below.

7. WARRANTY; EXCLUSION OF ALL OTHER WARRANTIES.

ILS'S SOLE WARRANTY IS THAT IT WILL SELL AND DELIVER PRODUCT AND SERVICES TO CUSTOMER AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: ANY WARRANTY ABOUT THE CONTENT OF THE PRODUCT; OR AGAINST NONINFRINGEMENT OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES PROVIDED BY STATUTE OR COMMON LAW, WHETHER ARISING BY USAGE OF TRADE, COURSE OF DEALING, COURSE OF PERFORMANCE OR OTHERWISE.

8. LIMITATION OF LIABILITY.

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INCIDENTAL DAMAGES WHETHER OR NOT FORESEEN OR KNOWN, AND WHETHER OR NOT IN LAW OR EQUITY. ILS WILL NOT ACCEPT ADMINISTRATIVE CLAIMS OR PENALTY CHARGES. ILS'S TOTAL LIABILITY FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT AND TORT) IS LIMITED TO THE PURCHASE PRICE PAID BY CUSTOMER FOR THE PRODUCT AND/OR SERVICES WHICH ARE THE SUBJECT OF THE CLAIM.

9. MISCELLANEOUS.

- a. Governing Law; Jurisdiction and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee notwithstanding any conflict of law principals. The parties agree that any claims arising under this Agreement shall be brought in a state or federal court in Davidson County, Tennessee and hereby waive any objection to jurisdiction or venue in such courts. The United Nations Convention on Contracts for the International Sale of Goods is excluded.
- b. Assignment: None of the rights or obligations in this Agreement may be assigned or transferred by either Party without the consent of the other Party; except that ILS may assign its obligations under this Agreement to an affiliate upon notice to Customer. The terms of this Agreement shall be binding on any permitted successors and assigns.
- c. Waiver: The failure of a Party to exercise its rights under the Agreement on one occasion shall not be deemed to be a waiver of the right to exercise those rights in the future.
- d. Severability: If any provision in this Agreement is declared invalid by any court or government agency, all other provisions shall remain in full force and effect.
- e. Excused Performance: Except for payment of amounts due, a Party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an event that is beyond the reasonable control of the Party including, without limitation, an act of God (earthquake, hurricane, tornado, flooding, or other natural disaster or severe weather); or in the case of war, action of foreign enemies; terrorist activities; labor dispute or strike; pandemic; government sanction; blockage; embargo; or failure of electrical service or other utilities. The non-performing Party must notify the other Party as soon as practicable of the event and make every reasonable attempt to minimize delay of performance.

- f. Complete Agreement; Modifications: This Agreement, and any exhibits hereto, sets forth the complete and final agreement between ILS and Customer with respect to Product and Services and supersedes and replaces any and all prior agreements between the parties with respect thereto. Any additional or different terms provided by either Party in subsequent purchase orders, other documents (electronic or hard copy) or on ILS's, Customer's or third-party internet sites shall not be binding. This Agreement may only be modified by a written amendment hereto, expressly stated as such, signed by both parties.
- g. Order of Precedence: In the event of any inconsistency between the terms set forth in this Library Services Agreement and the exhibits hereto, the order of precedence shall be as follows: (1) this Library Services Agreement; (2) Exhibit A.
- h. Survival: The rights and obligations under Sections 3 through 9 shall survive expiration or termination of this Agreement.

Accepted by:

**STOCKTON-SAN JUAQUIN COUNTY
PUBLIC LIBRARY**

INGRAM LIBRARY SERVICES LLC

By: _____

By: _____

Name: [NAME]

Name: Carolyn Morris

Title: [TITLE]

Title: Vice President

Business Address: 605 N El Dorado St.,
Stockton, CA 95202

Business Address: 1 Ingram Blvd. La Vergne,
TN 37086

Date: _____

Date: _____

INGRAM LIBRARY SERVICES AGREEMENT
EXHIBIT A

Discounts (*Trade Hardcover, Quality and Mass Market Paperbacks):

Copies per TITLE	
1 to 4	40.0%
5 to 9	41.0%
10 to 99	42.0%
100+	43.0%

Additional Discounts:

University Press	10.0%
Publisher Binding and Library Bindings	15.0%
** Short Discounted Titles.....	10.0-30.0%
*** Spoken Word Audio.....	0-45.0%
Games	0.0 - 5.0%
DVD/Blu-ray.....	0.0 - 15.0%
Net Titles.....	0.0%

* Trade Hardcover, Quality Paperbacks and Mass Market Paperback titles ordered with a cover price of \$14.99 or less will receive a 25% discount.

** Short Discount/Non-Trade: Lower demand, small print-run books in various bindings, and includes graphic novels, legal, technical, reference, scientific, and medical titles as defined by Ingram subject categories. Titles are generally published by small or university presses. Also included are print and audiobook titles purchased at lower than full trade discount; titles with limited sales volume; and/or titles from publishers not in compliance with Ingram's purchasing requirements. Ingram is pleased to make this broad base of titles available to our customers with no service charges.

*** Eighty to eighty-five percent of all Spoken Word Audio is at the 45% discount; however, some Spoken Word Audio is short discounted by the publisher.

Freight Terms:

Shipments of 15 or more units from your primary distribution center or from your secondary distribution center qualify for Ingram-paid freight. Shipments of less than 15 units will be charged a flat \$6.00 shipping fee. This flat fee amount or qualifying unit quantity is subject to change with notice. Shipping will be via best method, which may include order or account consolidation, shipping schedules or other account setting adjustments to maintain freight costs below 2% of invoice. Items picked, packed, and shipped together count as an individual shipment.

Due to the impact of rising oil prices, Ingram has instituted a \$3.00 fuel surcharge per shipment. This charge is subject to change with notice. These charges will appear as a Shipping and Handling charge on your invoice.

Payment Terms:

Payment terms under this offer shall be Net 30 Days. Payment is required for invoices within these terms even when a purchase order has not been completed. Ingram does not invoice for items until they have been shipped.

While other vendors demand payment from invoice date, Ingram's terms are calculated on statement date at the end of each month. With payment due 30 days from statement date, the customer's payment is due an average of 45 days from invoice (30-59 days). Ingram reserves the right to assess a late charge on all past due invoices.

Cataloging and Processing:

To simplify budgeting and to speed items through our facilities, Ingram offers bundled cataloging and processing services. With our tiered service levels, your library can easily estimate its yearly cataloging and processing costs and identify ways to save. Rather than charging for each item applied to a unit, all units on a designated account will be charged the same cataloging and processing fee. This speeds up the work in our processing units and lets the library

reconcile charges with little effort. It also distributes cataloging costs across all Ingram's cataloging customers more fairly and enables us to maintain lower fees.

INGRAM LIBRARY SERVICES AGREEMENT
EXHIBIT B