

GUIDELINES AND AGREEMENTS FOR THE 2020 ABAI ANNUAL CONVENTION COOPERATIVE BOOKSTORE

I, _____ of _____, agree to the following conditions. I promise to abide by these guidelines and understand that the Association for Behavior Analysis International (ABAI), or any of its agents, is authorized to sell the publications/products I submit. I further agree that once I have signed this agreement it becomes binding. I also agree to defend and indemnify ABAI and its officers, directors, employees, and agents from and against any and all costs, losses, claims, liabilities, actions, fines, expenses, penalties and damages (including attorneys' fees and court costs), incurred by ABAI in connection with or resulting from: (a) the purchasers' use of the publication and (b) any claim brought by a person named in the publication against ABAI. Neither ABAI nor its agents make any representations expressed, or implied, by the publisher or by the publications/products sold at the Cooperative Book Exhibit.

A. Guidelines ¹

The Association for Behavior Analysis International (ABAI):

- ◆ Receives all publications/products either (1) on consignment or (2) by purchase, with the option of a full refund for any unsold publications/products.
- ◆ Receives a commission of ____ (consignment) or a discount of ____ (purchase) of the list price for each publication/product.
- ◆ **Is exempt from sales tax because it is reselling said publications.**
ABAI's tax I.D. number is: #38-2123143.
- ◆ Is not responsible for publications/products shipped to the ABAI office.
- ◆ Is not responsible for publications/products shipped in excess of the quantity that is specified in the ABAI final order. Furthermore, ABAI is not responsible, at any time, for discrepancies on excess, replacement or unauthorized publications/products shipped.
- ◆ Will not pay for or be charged a penalty for publications/products received in damaged condition.
- ◆ May display publication/product description and image on the ABAI website, event App. and/or ABAI Convention program book.

A. Publishers' Responsibilities to ABAI

The Publisher will:

- ◆ Grant ABAI PREAUTHORIZATION to return all unsold publications/products directly from convention site for a full refund, including shrink wrapped books that were opened for inspection, but are otherwise in unused condition.
- ◆ Review and confirm (in writing) the preliminary book order title availability, ISBN, cost, and list prices.

¹ The initials of the publisher's sales representative here indicate the publisher has reviewed and agreed to this page _____

- ◆ Agree that after the preliminary book-order list has been made by ABAI and verified by the publisher (by signing and dating the order list), the cost and list prices specified in the order list are binding for the final order.
- ◆ **Pay Shipping Costs to the convention Address provided by ABAI.**
- ◆ Waive any restocking fees associated with return shipments.
- ◆ Not send replacement or substitute publications.
- ◆ Ship publications/products to arrive at the shipping address no later than **May 16, 2020**. ABAI is not responsible for books shipped outside this time window.
- ◆ Ensure publications/products on back order are not shipped if arrival is not guaranteed by May 16, 2020.
- ◆ Enclose a packing list with each shipment.
- ◆ **Send order confirmation information (Invoice) or packing list to the ABAI office by May 3, 2020** specifying publications/products and list prices for all publications/products to be received by ABAI.
- ◆ **Provide ABAI with current contact information for sales, payment, and returns.**
- ◆ Notify ABAI of publications/products returned from ABAI that are deemed damaged and for which ABAI will be charged. The publisher will give ABAI the option of having said publications/products returned to ABAI (ABAI will pay shipping on said publications).
- ◆ Not offer convention attendees any discount for ordering publications/products directly from the publisher in any promotional materials. Promotional materials must be shipped with publications/products to the destination address provided by ABAI (ABAI will not return remaining brochures).

B. ABAI's Responsibilities to the Publisher

The Association for Behavior Analysis International (ABAI) will:

- ◆ Pay for all handling charges exclusive of shipping charges.
- ◆ Provide all necessary documentation for tax exemption as a reseller.
- ◆ Create an avenue for the publisher to target a friendly market.
- ◆ Advertise publications/products in the Convention program book and other ABAI publications.
- ◆ Make an effort to sell publications/products received in damaged condition; however, the damaged publications/products will be returned if they cannot be sold without further penalty to ABAI.
- ◆ Operate and staff the bookstore, record sales of publications, and track inventory for each publication.
- ◆ Return unsold publications/products to publishers by June 30, 2019.
- ◆ Pay for stolen or otherwise unaccounted for publications/products at the agreed cost.
- ◆ Pay for publications/products damaged on site at the agreed cost.

Signed:

(Publisher or owner of publications/products)

(Title)

Date