# Agreement for the Extension of the Contract Between

C3443 Amendment #3

### Grossmont-Cuyamaca Community College District And Barnes & Noble College Booksellers, LLC

The current contract between Grossmont-Cuyamaca Community College District and Barnes & Noble College Booksellers, LLC for bookstore services is hereby extended for a five (5) year period from July 1, 2016 through June 30, 2021 under the following terms and conditions:

Barnes & Noble will be setting rental fees for each title, and any given title's fee may vary as a
percentage of the retail selling price.

### Percentage of Sales:

On an annualized basis, Barnes & Noble will pay Grossmont – Cuyamaca Community College District the following applicable percentage of gross sales at the Bookstore:

6.5% of all gross sales from \$0 to \$6,000,000 12% of all gross sales over \$6,000,000

Gross sales is defined as all collected sales at the Bookstore, including textbook rentals and sales
from your bookstore website, less voids, refunds, sales tax, discounted departmental sales,
handling fees associated with non-return of rental textbooks, campus debit card fees, discounted
faculty/staff sales, pass-through income, merchandise sales at less than a 20% initial gross margin,
and other merchandise mutually designated as non-commissionable

### Scholarships:

To demonstrate our commitment to Grossmont-Cuyamaca Community College District, Barnes & Noble will award \$10,000 to use at the discretion of Grossmont-Cuyamaca Community College.

#### Annual Donation:

Barnes & Noble will make a \$2,000 annual donation to The Grossmont- Cuyamaca Foundation.

#### Renovations:

Barnes & Noble will spend up to \$140,000 to design, construct, equip, and install fixtures in the Bookstore. Barnes & Noble will amortize this investment on a straight-line basis over the five year period of this agreement. Should Grossmont-Cuyamaca Community College cancel or fail to renew this agreement before the end of that period, then Grossmont-Cuyamaca Community College shall reimburse Barnes & Noble for any amount of the investment not yet amortized

 All other terms and conditions conveyed in the original agreement executed July 1, 2001, and subsequent addenda/amendments, shall remain in effect. IN WITNESS WHEREOF, the parties have set their hand in complete agreement of all terms and conditions:

## **Grossmont-Cuyamaca Community College District**

By: Ollaw

Name: Sue Rearic

Title: Vice Chancellor Business Services

Date: 4-27-16

Barnes & Noble College Booksellers, LLC

By: AMMUNU OLC

Name: Kimberly Otte

Title: Vice President, Stores

Date: 21200 7010