

LETTER OF AGREEMENT

This Letter of Agreement defines the working relationship between the Sun Cities Area Historical Society and the Sun City West Visitors Center, a division of the Property Owners and Residents Association, Inc. (PORA), in regard to warehousing and selling the book, "Sun City West Silver Celebration." The agreement begins January 1, 2004 and will run until canceled by either party with 30 days notice.

Services Performed by the Sun City West Visitors Center (VC):

- 1) The VC will display and sell books at the Visitors Center and the PORA office, and seek other opportunities for sales within the community. It is understood that the Historical Society may also sell books within Sun City West and offer volume discounts to local businesses and organizations.
- 2) The VC will provide secure, dry storage for books that the Historical Society lacks room to store. The VC will conduct a physical inventory each December, or upon request of the Historical Society.
- 3) Books will be sold at the price determined by the Historical Society. Individuals paying by check will be asked to make checks out to SCAHS.
- 4) The VC treasurer or designee will accumulate sales proceeds during each month. At month's end, a representative of the Historical Society will collect them and provide a receipt. The Historical Society will then issue the VC a check to cover the previous month's sales commissions.
- 5) VC will alert the Historical Society to the need for reprinting and it will be the Historical Society's responsibility to reorder. It is understood that reprinting will take three weeks and every effort will be made to avoid being out of stock.
- 6) VC will be responsible for any shrinkage in inventory and be expected to fully account for the difference in books received and books remaining in inventory. In the event of shrinkage, the VC will reimburse SCAHS based on the sales price less commission.
- 7) The Property Owners and Residents Association, owner of the building where the book will be stored, will provide adequate insurance to cover risk of loss.

In return for these services, the Sun Cities Area Historical Society agrees to:

- 8) Pay the VC a commission of \$3 for each book sold at the retail price of \$12. This commission will not apply to copies sold by the Historical Society. From time-to-time, the Historical Society may request cartons of books from the inventory stored at the VC, and may pick these up without any charge.
- 9) This commission will apply to any additional supply of books in the event reprinting is necessary.
- 10) At the end of this agreement, the Historical Society will be responsible for picking up the remaining inventory of books from the VC storage area.

The parties signing below acknowledge that they have the power to enter into this agreement on the part of their respective organizations.

For the Sun Cities Area Historical Society:

(Name) Edson D. Allen
(Title) President Board of Trustees
(Date) 1/8/04

For the Sun City West Visitors Center,
Division of PORA, Inc.

(Name) Mel A. Nugent
(Title) PORA DIRECTOR
(Date) Jan. 8, 1994
(Name) Nancy Walker
(Title) Pres.
(Date) 2-10-04

REVISION TO THE AGREEMENT
BETWEEN THE SUN CITIES AREA HISTORICAL SOCIETY (SCAHS)
AND THE SUN CITY WEST VISITORS CENTER (VC)

January 28, 2003

Change Items #7 and #8 under the section "Services Performed by the Sun City West Visitors Center (VC)" to read:

- 7) Books will be sold at the price determined by the Historical Society. Individuals paying by check will be asked to make checks out to SCAHS.
- 8) The VC treasurer or her designee will deposit sales proceeds into the SCAHS checking account. The monthly report furnished by the VC will report all such deposits. The SCAHS will then issue the VC a check to cover the previous month's sales commissions.

For the Sun Cities Area Historical Society:

For the Sun City West Visitors Center,
Division of PORA, Inc.

(Name) _____

(Name) _____

(Title) _____

(Title) _____

(Date) _____

(Date) _____

LETTER OF AGREEMENT

This Letter of Agreement defines the working relationship between the Sun Cities Area Historical Society and the Sun City West Visitors Center, a division of the Property Owners and Residents Association, Inc. (PORA), in regard to warehousing, distributing and selling the book, "Sun City West Silver Celebration." The agreement begins with the Visitors Center receiving copies from the printer in January or February 2003, and ends on Dec. 31, 2003.

Services Performed by the Sun City West Visitors Center (VC):

- 1) The VC will serve as the exclusive sales agent for the Historical Society for books sold in Sun City West with the exception of books sold by the Historical Society at any events in which it participates in Sun City West.
- 2) The VC will receive books from the printer, confirm the quantity, and provide secure, dry storage for them.
- 3) VC will form a committee to oversee inventory control, distribution and to staff sales tables at various 25th anniversary activities and other Sun City West community events.
- 4) The book will be on display and available for purchase at the Visitors Center, the PORA office and any other venues deemed advantageous by the VC and the Historical Society.
- 5) VC will contact Grandview Terrace, Heritage Traditions and The Madison, as well as assisted living, nursing home and memory care facilities within Sun City West regarding sale of books to their residents to make it as easy as possible for less-ambulatory residents to obtain a copy.
- 6) Realizing that the Historical Society Board meets the second Friday of each month, the VC will make every attempt to provide it with a report showing number of copies sold the previous month, copies assigned to other sales outlets, and remaining inventory. The first report will be issued following the end of the first full month of activity.
- 7) Books will be sold at the price determined by the Historical Society.
- 8) The monthly report will be accompanied by a check made out to the Sun Cities Area Historical Society to cover the previous month's sales less commission.
- 9) VC will alert the Historical Society to the need for reprinting and it will be the Historical Society's responsibility to reorder. It is understood that reprinting will take three weeks and every effort will be made to avoid being out of stock.
- 10) VC will be responsible for any shrinkage in inventory and be expected to fully account for the difference in books received and books remaining in inventory. In the event of shrinkage, the VC will reimburse SCAHS based on the sales price less commission.
- 11) The Property Owners and Residents Association, owner of the building where the book will be stored, will provide adequate insurance to cover risk of loss.
- 12) At the end of this period of agreement, a final accounting will be made and the remaining books delivered to the Historical Society. With the consent of both parties, a new agreement may be made, continuing or modifying this Letter of Agreement.

In return for these services, the Sun Cities Area Historical Society agrees to:

- 13) Pay the VC a commission of \$3 per book sold. This commission will not apply to copies sold by the Historical Society at their headquarters or at activities in which they are involved. It is expected that a small number of books will be taken initially by the Historical Society, and be exempt from this commission.
- 14) This commission will apply to any additional supply of books in the event reprinting is necessary.
- 15) At the end of this agreement, the Historical Society will pay a \$1 per copy warehousing fee for any unsold books remaining in inventory at the VC site, and these books will then be delivered to the Historical Society.

With this Letter of Agreement, the Sun Cities Area Historical Society is relying heavily upon the Visitors Center for the warehousing, distribution and sales of the history book in Sun City West. It is expected that the Visitors Center will give this their full and enthusiastic support, as it will provide them with a significant source of income. In the event, however, that the Historical Society observes a lack of sales representation at anniversary activities, or experiences incomplete or infrequent reports on sales and inventory, the Historical Society reserves the right to cancel this agreement upon 30 days notice. Likewise, should the Visitors Center find that the Historical Society is entering into agreements with other organizations to sell books within Sun City West, or making demands not included in this agreement, then the Visitors Center reserves the right to cancel this agreement with 30 days notice.

The parties signing below acknowledge that they have the power to enter into this agreement on the part of their respective organizations.

For the Sun Cities Area Historical Society:

For the Sun City West Visitors Center,
Division of PORA, Inc.

(Name) _____

(Name) _____

(Title) _____

(Title) _____

(Date) _____

(Date) _____

(Name) _____

(Title) _____

(Date) _____

LETTER OF AGREEMENT

(Draft 11/15/02)

This Letter of Agreement defines the working relationship between the Sun Cities Area Historical Society and the Sun City West Visitors Center, a division of the Property Owners and Residents Association, Inc. (PORA) in regard to warehousing, distributing and selling the book, "Sun City West Silver Celebration." The agreement begins with the Visitors Center receiving copies from the printer in January or February 2003, and ends on Dec. 31, 2003.

Services Performed by the Sun City West Visitors Center (VC):

- 1) The VC will serve as the exclusive sales agent for the Historical Society for books sold in Sun City West with the exception of books sold by the Historical Society at any events in which it participates in Sun City West.
- 2) The VC will receive books from the printer, confirm the quantity, and provide secure, dry storage for them.
- 3) VC will form a committee to oversee inventory control, distribution and to staff sales tables at various 25th anniversary activities and other Sun City West community events.
- 4) The book will be on display and available for purchase at the Visitors Center, the PORA office and any other venues deemed advantageous by the VC and the Historical Society.
- 5) VC will contact Grandview Terrace, Heritage Traditions and The Madison, as well as assisted living, nursing home and memory care facilities within Sun City West regarding sale of books to their residents to make it as easy as possible for less-ambulatory residents to obtain a copy.
- 6) Realizing that the Historical Society Board meets the second Friday of each month, the VC will make every attempt to provide it with a report showing number of copies sold the previous month, copies assigned to other sales outlets, and remaining inventory. The first report will be issued following the end of the first full month of activity.
- 7) Books will be sold at the price determined by the Historical Society.
- 8) The monthly report will be accompanied by a check made out to the Sun Cities Area Historical Society to cover the previous month's sales less commission.
- 9) VC will alert the Historical Society to the need for reprinting and it will be the Historical Society's responsibility to reorder. It is understood that reprinting will take three weeks and every effort will be made to avoid being out of stock.
- 10) VC will be responsible for any shrinkage in inventory and be expected to fully account for the difference in books received and books remaining in inventory. In the event of shrinkage, the VC will reimburse SCAHS based on the sales price less commission.
- 11) The Property Owners and Residents Association, owner of the building where the book will be stored, will provide adequate insurance to cover risk of loss.
- 12) At the end of this period of agreement, a final accounting will be made and the remaining books delivered to the Historical Society. With the consent of both parties, a new agreement may be made, continuing or modifying this Letter of Agreement.

In return for these services, the Sun Cities Area Historical Society agrees to:

- 13) Pay the VC a commission of \$3 per book sold. This commission will not apply to copies sold by the Historical Society at their headquarters or at activities in which they are involved. It is expected that a small number of books will be taken initially by the Historical Society, and be exempt from this commission.
- 14) This commission will apply to any additional supply of books in the event reprinting is necessary.
- 15) At the end of this agreement, the Historical Society will pay a \$1 per copy warehousing fee for any unsold books remaining in inventory at the VC site, and these books will then be delivered to the Historical Society.

With this Letter of Agreement, the Sun Cities Area Historical Society is relying heavily upon the Visitors Center for the warehousing, distribution and sales of the history book in Sun City West. It is expected that the Visitors Center will give this their full and enthusiastic support, as it will provide them with a significant source of income. In the event, however, that the Historical Society observes a lack of sales representation at anniversary activities, or experiences incomplete or infrequent reports on sales and inventory, the Historical Society reserves the right to cancel this agreement upon 30 days notice. Likewise, should the Visitors Center find that the Historical Society is entering into agreements with other organizations to sell books within Sun City West, or making demands not included in this agreement, then the Visitors Center reserves the right to cancel this agreement with 30 days notice.

The parties signing below acknowledge that they have the power to enter into this agreement on the part of their respective organizations.

For the Sun Cities Area Historical Society:

For the Sun City West Visitors Center,
Division of PORA, Inc.

(Name) _____

(Name) _____

(Title) _____

(Title) _____

(Date) _____

(Date) _____

LETTER OF AGREEMENT
(Draft 11/04/02)

SCAHS
Comments
11/15/02

This Letter of Agreement defines the working relationship between the Sun Cities Area Historical Society and the Sun City West Visitors Center, a division of the Property Owners and Residents Association, Inc. (PORA) in regard to warehousing, distributing and selling the book, "Sun City West Silver Celebration." The agreement begins with the Visitors Center receiving copies from the printer in January or February 2003, and ends on Dec. 31, 2003.

Services Performed by the Sun City West Visitors Center (VC):

- 1) The VC will serve as the exclusive sales agent for the Historical Society for books sold in Sun City West with the exception of books sold by the Historical Society at any events it may hold in Sun City West. *participate*
- 2) The VC will receive books from the printer, confirm the quantity, and provide secure, dry storage for them. ~~The invoice for printing will be given to the Historical Society for payment.~~ *has direct involvement with SCW*
- 3) VC will form a committee to oversee inventory control, distribution and to staff sales tables at various 25th anniversary activities, *and other SCW community activities events.*
- 4) The book will be on display and available for purchase at the Visitors Center, as well as in the PORA office *and other venues as deemed necessary by the VC and SCAHS*
- 5) VC will contact Grandview Terrace, Heritage Traditions and The Madison, as well as assisted living, nursing home and memory care facilities within Sun City West regarding sale of books to their residents to make it as easy as possible for less-ambulatory residents to obtain a copy.
- 6) Realizing that the Historical Society Board meets the second Friday of each month, the VC will make every attempt to provide it with a report showing number of copies sold the previous month, copies assigned to other sales outlets, and remaining inventory. The first report will be issued following the end of the first full month of activity. ~~For example, if books arrive from the printer in mid-February, the first report would be available in time for the Board meeting on April 11, 2003.~~
- 7) 8) The monthly report will be accompanied by a check made out to the Sun Cities Area Historical Society to cover the previous month's sales ~~less distribution and sales expenses~~ *at \$9.00 per copy less commission* (see ~~11~~ and ~~12~~ below)
- 8) 9) VC will alert the Historical Society to the need for reprinting and it will be the Historical Society's responsibility to order ~~this~~. It is understood that reprinting will take three weeks and every effort will be made to avoid being out of stock.
- 9) 7) Books will be sold at the price determined by the Historical Society. ~~In the event any sales tax is due, this will be paid by the Historical Society.~~
- 10) VC will be responsible for any shrinkage in inventory and be expected to fully account for the difference in books received and books remaining in inventory. In the event of shrinkage, the VC will reimburse SCAHS based on ~~the printing cost of \$3.00~~ per copy.
- 11) 12) At the end of this period of agreement, a final accounting will be made and the remaining books delivered to the Historical Society. With the consent of both parties, a new agreement may be made, continuing or modifying this Letter of Agreement. *sales price less commission*

11) Risk of Loss - PORA will provide adequate insurance to cover any loss
~~PORA shall be responsible for risk loss~~

12) Insurance (Need to determine whose insurance covers books stored at PORA in the event of fire or other catastrophe.)

In return for these services, the Sun Cities Area Historical Society will: *agrees.*
Pay the VC a \$3.00 commission per book sold

13) Pay the VC a fee of \$1 per copy for warehousing, distribution and monthly reporting of sales and inventory as books are sold. It is expected that a small number of books will be taken initially by the Historical Society, and be exempt from this fee. *Keep*

14) Pay the VC a sales fee of \$2 per copy for the books that they sell at sales tables during anniversary activities. This sales fee will also apply to copies sold in the Visitors Center or PORA offices, or through contacts made by the VC with Grandview Terrace, Heritage Traditions, The Madison, and various assisted living, nursing homes and memory care facilities within Sun City West. This sales fee will not apply to copies sold by the Historical Society at their headquarters or at their public meetings. *Keep*

15) These fees will be deducted from the amount collected from monthly book sales prior to issuing a check to the Historical Society with the report of that month's activities.

16) The above fees will apply to any additional supply of books in the event reprinting is necessary.

17) At the end of this agreement, the Historical Society will pay a \$1 per copy warehousing fee for any books remaining in inventory, and these books will then be delivered to the Historical Society. *remaining unsold books inventoried at VC site*

With this Letter of Agreement, the Sun Cities Area Historical Society is relying heavily upon the Visitors Center for the warehousing, distribution and sales of the history book in Sun City West. It is expected that the Visitors Center will give this their full and enthusiastic support, as it will provide them with a significant source of income. In the event, however, that the Historical Society observes a lack of sales representation at anniversary activities, or experiences incomplete or infrequent reports on sales and inventory, the Historical Society reserves the right to cancel this agreement upon 30 days notice. Likewise, should the Visitors Center find that the Historical Society is entering into agreements with other organizations to sell books within Sun City West, or making demands not included in this agreement, then the Visitors Center reserves the right to cancel this agreement with 30 days notice.

The parties signing below acknowledge that they have the power to enter into this agreement on the part of their respective organizations.

For the Sun Cities Area Historical Society: For the Sun City West Visitors Center,
Division of PORA, Inc.

(Name) _____ (Name) _____

(Title) _____ (Title) _____

(Date) _____ (Date) _____