

STATE OF MONTANA
OFFICE OF PUBLIC INSTRUCTION

TEXTBOOK DEALER AGREEMENT

between _____ (Textbook Dealer) and the State of Montana

On behalf of Textbook Dealer and pursuant to §§ 20-7-603 through 20-7-608, MCA, the undersigned _____ agrees that the prices of textbooks quoted for sale to the public schools of the State of Montana are at the lowest wholesale price at which the textbook is sold anywhere in the United States. "Textbook" means a book, digital resource, or manual used as a principal source of study material for a given class or group of students. § 20-1-101, MCA.

Textbook Dealer further guarantees:

1. that textbooks will be supplied to any district at the listed, uniform sales prices in effect for schools, except that the prices will be automatically reduced as required by ¶3;
2. that at no time will any textbook sale price in Montana be a larger amount than the sale price to schools anywhere else in the United States under similar conditions of transportation and marketing; and
3. that the listed, uniform sales price to schools will be automatically reduced whenever reductions of these prices are made anywhere in the United States.

Textbook Dealer will file a \$5,000 surety bond with the Montana Secretary of State that runs to the State of Montana and that is conditioned on the faithful performance of all duties imposed upon textbook dealers for the purpose of regulating the supply of textbooks to districts.

This agreement expires one year from the date of issuance by the Superintendent.

ON BEHALF OF THE STATE OF MONTANA

By: _____
Superintendent of Public Instruction

Date: _____

ON BEHALF OF THE TEXTBOOK DEALER

I declare under penalty of perjury and under the laws of the State of Montana that the foregoing is true and correct.

By: _____

Date: _____