

2005
TERM CONTRACT
FOR FURNITURE

Location:
Warner Robins, Ga

Please Fill Out and Fax to:
(480) 367-1450
Attn: Liz

Bids Due: March 7, 2005

GOVERNMENT LIQUIDATION, LLC

REQUEST FOR PROPOSAL

TO (Buyer's Name and Address)	DATE: FEBRUARY 22, 2005
LOCATION OF PROPERTY: WARNER ROBINS, GA	
TYPE OF PROPERTY BEING OFFERED BY COMMODITY: HOUSEHOLD AND OFFICE FURNITURE, INCLUDING: WOOD AND METAL DESKS, DRESSERS, CHAIRS, CREDENZAS, WOODEN ENTERTAINMENT CENTERS, CAPTAIN BEDS, RECLINERS, TABLES, SOFAS & LOVESEATS	
PRICE (Acceptable Minimum Price Per Piece)	\$ 8.00
DELIVERY TERMS All Property Will Be Removed From GL's Location within ___5___ Working Days After Payment. Payment is due by the 5 th of each month.	
CONTRACT TERMS: REFER TO ATTACHED AGREEMENT	
SPECIAL TERMS: Pallets are not part of the deliverable. Buyer load with limited assistance from GL by appointment.	
PAYMENT TERMS: Refer to Attached Agreement	
GL POINT OF CONTACT: JOHN MCGHEE (478) 329-9999 OR (602) 284-8863	
RFP DUE DATE All Bid Submittals Must Be By Fax – No Hand Deliveries. BIDS DUE: MONDAY, MARCH 7 AT 5:00 PM AZ TIME FAX BIDS TO: (480) 367- 1200, ATTN: LIZ	

TERM CONTRACT AGREEMENT

Between
[Company]

AND

Government Liquidation, LLC

This Agreement, entered into on this _____ day of MARCH, 2005, between Government Liquidation, LLC ("GL") and _____ ("Company"), will be in effect from MARCH 10, 2005 through SEPTEMBER 10, 2005, a period of SIX MONTHS.

TERMS AND CONDITIONS:

Company agrees to purchase all inbound received appliances from GL from its specific site at **WARNER ROBINS. GA** Inventory will consist of:

The estimated volume of furniture is: 250 UNITS PER MONTH. Company specifically understands that the terms of this Agreement rely upon them for the removal of all items during the Agreement period.

1. All sales are on an "as is," "where is," and "with all faults" basis with no warranties. No returns, exchanges, or refunds.
2. All property will be displayed in the best possible manner for viewing. GL is not responsible for moving assets to facilitate viewing.
3. Where government condition codes are given, GL provides these as a courtesy to its customers and does not guarantee the accuracy of the information or the consistency of its interpretation. Condition codes are noted as received from the Defense Reutilization Marketing Services (DRMS). GL does not warrant that condition codes are appropriate or correct.
4. Where National Stock Numbers, Local Stock Numbers, or National Item Identification Numbers are given, GL provides this as an accommodation to its customers and does not guarantee the accuracy of the information. All NSN, LSN or NIIN given may not always match that particular item or lot. Company agrees to hold GL harmless in the event the item and/or lot does not match the numbers given.
5. GL is obligated to collect sales tax or use tax as appropriate.
6. Company is responsible for loading, securing, and transporting purchased property, to include all costs and risks associated with removal. Unless otherwise stated, GL will provide a free tailgate loading but will NOT guarantee a specific loading time. In consideration for the receipt of this loading service at no cost, Company must agree to release, hold harmless and waive any and all claims, causes of action, damages (including consequential damages and/or loss of use) or liabilities of whatsoever kind or nature against GL, its members, officers, agents, employees, successors and assigns arising from or related to, directly or indirectly, such loading service. Company understands that GL will accommodate loading of the items and agrees to release GL of any and all damages resulting in the "free loading" of goods.
7. Company is responsible for the shipping of all items purchased.
8. No reselling will be allowed on GL premises.
9. Certain pieces of property may contain residual chemicals, non-friable asbestos, petroleum products, ozone depleting substances or other materials.

TERM CONTRACT AGREEMENT
Between [Company] And GL
Page 2 of 2

10. Company hereby agrees to defend, indemnify and hold harmless GL from and against any and all damages, costs, claims or liability (including reasonable attorneys' fees) for any injuries to persons or property of any type whatsoever, occurring during or resulting from the sale, removal, use or operations of the purchased items(s).
11. Some items may be subject to export restrictions imposed by applicable United States Laws and Regulations. Company is responsible for compliance and should become aware of requirements and associated penalties for failure to comply.
12. In the event any dispute occurs relative to any issue associated with this Agreement, GL shall have the sole and exclusive authority to resolve and/or make all final determinations with respect thereto.

PAYMENT AND REMOVAL:

Company agrees to pay, in exchange for the receipt of the described goods, the rate of \$_____ per piece by the 5th of each month. Company will be given an additional ___5___ working days to arrange removal. Payment must be made by credit card, wire transfer, cashier's check, certified check, or money order. With the exception of credit card and wire transfer, payment for this Agreement may be made when picking up the goods. Sales tax will be charged unless proof of exemption is provided at the time the Agreement is executed and proof provided that the exemption is valid through the life of the Agreement.

SURETY:

GL does not guarantee the quantity or quality of the goods to be sold within the terms of this Agreement. Company agrees to hold GL harmless, in all cases and causes, in the event the abundance of commodity becomes less than expectation during the Agreement.

GOOD FAITH:

This Agreement is in effect for the period described above. It is an exclusive Agreement between GL and Company in that GL acknowledges they will not sell a similar commodity to any other customer at this site and during the period of the Agreement.

[COMPANY]

GOVERNMENT LIQUIDATION, LLC

By: _____

By: _____

Dated: _____

Phone: _____