

TERM CONTRACT
FOR
APPLIANCES

Location:
COMNAVMARIANAS
GUAM

Please Fill Out & Fax To:
(480) 367-1200
Attn: Liz

GOVERNMENT LIQUIDATION, LLC

REQUEST FOR PROPOSAL

TO (Buyer's Name and Address)	DATE: OCTOBER 30, 2006
LOCATION OF PROPERTY: COMNAVMARIANAS, GUAM	
TYPE OF PROPERTY BEING OFFERED BY COMMODITY: Household type appliances to include full size refrigerators/freezers, washing machines, drying machines, and stoves. Approximately 200 units per month. NO COMMERCIAL APPLIANCES ARE TO BE PART OF THIS SOLICITATION.	
PRICE (Acceptable Minimum Price Per Item)	\$ 10.00/EA
DELIVERY TERMS All Property Will Be Removed From GL's Location _10_ Working Days After Verbal Notification	
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 JOSEPH LEON GUERRERO (671) 339-4392, (671) 777-4392 (CELL)	
RFP DUE DATE: FAX RFP'S TO LISA DABNEY @ 480-596-4483, NO LATER THAN 5:00 PM MOUNTAIN STANDARD TIME, DEC 20, 2006	

TERM CONTRACT AGREEMENT

Between
[Company]

AND

Government Liquidation, LLC

This Agreement, entered into on this ____ day of _____, 2006, between Government Liquidation, LLC (“GL”) and _____ (“Company”), will remain in effect from _DECEMBER 21, 2006_ through DECEMBER 21, 2007__, a period of __ONE YEAR__.

TERMS AND CONDITIONS:

Company agrees to purchase all inbound received “white goods” from GL from its specific site at ComNavMarianas. 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.

TERM CONTRACT AGREEMENT

Between [Company] And GL

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- 9. 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).
- 10. 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.
- 11. 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.

CERTAIN PIECES OF PROPERTY MAY CONTAIN RESIDUAL CHEMICALS, NON-FRIABLE ASBESTOS, PETROLEUM PRODUCTS, OZONE DEPLETING SUBSTANCES OR OTHER MATERIALS

PAYMENT AND REMOVAL:

Company agrees to pay, in exchange for the receipt of the described goods, the rate of \$_____ per unit at the time the goods are delivered to Company’s conveyance. From the time of verbal notification by GL to “pick up” the goods, Company will be given 10 working days to arrange removal and deliver payment to GL. 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: _____