

GSA Federal Supply Schedule Dealer Agreement

DATE: _____

_____ as an authorized dealer for Friant & Associates, LLC acknowledges that Friant & Associates, LLC has entered into contract to provide systems furniture to the U.S. Government with the General Services Administration (GSA) under the Multiple Award Federal Supply Schedule FSC 71 Office Furniture GS-28F-019AA.

The management and personnel of this dealership _____ wishing to participate in the above referenced contract, acknowledge that Friant & Associates, LLC's contract constitutes a direct relationship between Friant & Associates, LLC and GSA. Friant & Associates, LLC retains legal responsibility for performance under this contract whether or not a participating dealer is involved. Though the contract allows the participating dealer certain priveleges, certain actions by this dealership are restricted and this dealership shall not:

1. Misrepresent the scope of Friant & Associates, LLC's contract with GSA
2. Respond to negotiated procurement on behalf of, or in the name of Friant & Associates, LLC participating dealers dealers may provide verbal estimates. However, Friant & Associates, LLC must provide all binding price quotations, other than published GSA contract pricing, in writing.
3. Accept Government purchase orders or payments in the name of the dealership.

Further, this dealership, its management and personnel agree:

1. That GSA will review and approve all proposed participating dealer agreements. Any agreement between Friant & Associates, LLC and its proposed dealer does not establish privities of contract between said dealer and GSA.
2. That it shall abide by the GSA Multiple Award Federal Supply Schedule contract terms and conditions, with all Purchase Order (Delivery Orders) are issued directly to Friant & Associates, LLC as Contract holder.
3. That it shall represent Friant & Associates, LLC and itself properly to the U.S. Government and shall abridge the rules and regulations of the U.S. Government in doing so.

Commission paid to participating dealers is _____% of the actual sale to the U.S. Government after the 3/4% Industrial Funding Fee is subtracted. Friant & Associates, LLC will pay participating dealers, **30 days after receipt of payment from the Government Agency**. Installation may be placed as part of the order or installation can also be placed an independent purchase order directly to the participating dealer.

_____ understands that the penalty for violating any of the terms and conditions of Friant & Associates, LLC's GSA contract and/or this Participating Dealer Agreement will result in cancellation of this agreement and the dealership's rights to represent Friant & Associates, LLC to the U.S. Government.

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|------------------------|----------------------------------------------------------------------|
| DEALERSHIP _____ | CORPORATION <input type="checkbox"/> YES <input type="checkbox"/> NO |
| ADDRESS _____ | TAX ID _____ |
| CITY, STATE, ZIP _____ | DUN & BRADSTREET _____ |
| DEALER PRINCIPAL _____ | |
| SIGNATURE _____ | DATE _____ |