

PURCHASING AGENT AGREEMENT

THIS AGREEMENT made effective as of [DATE], by and between [OWNER] (collectively hereinafter "**Owner**") and Rochon Corporation (hereinafter "**Purchasing Agent**").

WITNESSETH:

WHEREAS the parties hereto have entered into the Standard Form of Agreement Between Owner and General Contractor, dated [DATE] (including all supplemental and general conditions, addenda, plans and specifications incorporated by reference or attachment and defined therein, the "**Contract Documents**"), relating to the construction of the [PROJECT] (hereinafter "**Project**");

WHEREAS the Contract Documents require the Purchasing Agent to construct the Project in part with materials and equipment purchased and supplied by the Owner, at the Owner's sole risk, cost and expense; and

WHEREAS the Owner desires to appoint Purchasing Agent as Owner's purchasing agent for the purchase of the materials and equipment (except for those incidental items to be consumed on the site) to be incorporated into the Project and Purchasing Agent desires to accept that appointment.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Incorporation of Contract Documents. Except as may be specifically stated in this Agreement, all terms and references used in this Agreement shall have the meanings set forth in the Contract Documents, including specifically the plans and specifications, and shall be governed by the provisions of the Contract Documents, which Contract Documents are incorporated into this Agreement by this reference and for all purposes except the following, which shall be governed by this Agreement: (a) the scope of the Agent's services, (b) the Agent's warranty with respect to defective materials, supplies and equipment furnished under this Agreement, and (c) the provisions found in the General Conditions of the Contract Documents regarding taxes shall not apply with respect to the obligations of the Agent under this Agreement.
2. Appointment of Purchasing Agent. Owner hereby appoints Purchasing Agent as its Purchasing Agent to act on behalf of the Owner for the purchase of the materials and equipment to be incorporated into the Project (the "**Materials**") as specified in the Construction Agreement, in a manner consistent with Minnesota Statutes, and Minnesota Rules §8130.1200, Subpart 3, Item D, so that neither Owner nor Purchasing Agent will be required to pay sales or use taxes on the Materials.
3. Title to Materials. Title to the Materials shall immediately vest in Owner at the point of delivery. Owner shall have the right of entry and free access to the Project at all times and the right to inspect all items of the Materials installed or stored in or about the Project. Purchasing Agent shall disclose to Owner the names and addresses of all persons with whom it contracts, as Purchasing Agent, with respect to the Materials.
4. Risk of Loss. Risk of loss, damage or destruction with respect to the Materials shall be that of Owner and shall be protected by its insurance coverage. Purchasing Agent shall exercise reasonable care and shall take reasonable precautions for the safekeeping of all Materials in its custody before installation, use or incorporation in the Project.

5. Defects in Materials. Owner shall hold the manufacturer or supplier responsible for any of the Materials which are defective and shall contact the manufacturer or supplier for immediate replacement or correction of such defective Materials. Purchasing Agent shall use its best efforts to assure that the Materials purchased by it hereunder as Owner's purchasing agent are, when delivered to the site, of workmanlike quality, are not defective, are fit for the purpose for which they are intended and otherwise conform to the Plans and Specifications, but Purchasing Agent shall not itself be responsible for such defective Materials. Purchasing Agent agrees to assist Owner with respect to any claims made against the manufacturer or supplier of the Materials.

6. Notice to Supplier. Purchasing Agent shall furnish adequate notification to all vendors and suppliers of the Materials that it is acting as Purchasing Agent for Owner pursuant to this Agreement and that the obligation for payment is the sole responsibility of Owner. All purchase orders and other documents furnished to a vendor or supplier shall clearly reflect the agency relationship between Purchasing Agent and Owner and provide as follows:

"This purchase is made by the undersigned on behalf of, and as agent for, the [OWNER], which is exempt from Minnesota Sales and Use Tax. This purchase qualifies for tax exemption. Do not include Minnesota Sales and Use Tax on this purchase. Title to goods purchased under this Purchase order shall pass directly from you as vendor to [OWNER], which is solely responsible for payment. Invoices should be addressed to [OWNER] c/o Rochon Corporation, but submitted and deliveries made to the undersigned as agent for [OWNER]. A copy of [OWNER] Certificate of Exemption Form ST3 for Minnesota Sale and Use Tax purposes has been or is herewith provided."

7. Subcontractors. Owner authorizes Purchasing Agent, as Purchasing Agent for Owner, to delegate authority to purchase any of the Materials on Owner's behalf to one or more of its several subcontractors. Each such subcontractor shall direct each vendor and supplier thereof to submit invoices and make delivery to the subcontractor as agent for Owner. Each subcontract under which the Purchasing Agent delegates such authority shall contain substantially the same provisions as this Agreement.

8. Disputes with Tax Authorities. If Purchasing Agent or any subcontractor or supplier of Purchasing Agent is obligated to pay any Sales or Use Tax with respect to the purchase of any of the Materials, Owner shall be solely responsible for the payment of such tax and related penalties and interest. Owner shall defend, indemnify and hold Purchasing Agent (including Purchasing Agent's subcontractors and suppliers and vendors) harmless from and against any claim, loss, cost, penalty or expense arising out of the assessment or imposition of any such Sales or Use Tax. At Owner's sole option, Owner may dispute, protest or otherwise resist the imposition or assessment of any such Sales or Use Tax at no expense to the Purchasing Agent. Purchasing Agent shall promptly notify Owner of any actual or threatened imposition or assessment of either Sales or Use Taxes.

9. Representation of Owner. Owner represents to Purchasing Agent that Owner is an "exempt entity" under Minnesota Rules §8130.1200 and Owner will use the Materials and the Project in the performance of charitable, religious, or educational functions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[OWNER]

Rochon Corporation

By: Executive Director

Its; President

[OWNER]

By: