



202 Cumberland Bend
Nashville, Tennessee 37228

1. Renal Purchasing Group, hereby known **R.P.G.**, a buying group, offers to its members purchasing programs that have been established to reduce costs of Dialysis related DRUGS, MED-SURG PRODUCTS, DIALYZERS, FISTULA NEEDLES, ADMINISTRATIVE, EDUCATIONAL, FINANCIAL and LABORATORY SERVICES to its members. Supplier and Service Contracts are aggressively negotiated on a continuing basis to provide cost effective savings that are beneficial to the independent practice.
2. Members Name, City, State, _____ herein after referred to as “Member”, hereby appoints R.P.G. as an agent for commodities/services, as identified in paragraph one.
3. Monthly membership dues of **\$0.00** per clinic location(s) identified in Section 10, are payable on the first of each month commencing with the signing of the contract without further notice from **R.P.G.** A late payment charge of 1 ½% (18% annual rate) will be assessed against unpaid balances remaining beyond the billing period. Failure to collect this late charge in any one month does not operate as a waiver to collect it at a future month.
4. Member is provided materials by **R.P.G.** for your private use only and contains confidential information, trade secrets, and copyrighted material. Failure to exercise reasonable confidentiality could result in loss to Member by means of a) involvement in litigation with third parties b) damages to **R.P.G.** or related companies, and/or expulsion from group. Member recognizes that all materials supplied by **R.P.G.** to Member are subject to the proprietary rights of **R.P.G.** and its suppliers. Member agrees not to use such materials, except on its own premises. Member acknowledges that all contracted pricing information is confidential and Member agrees to treat this information as it does its own most valuable information or trade secrets, and will take all steps necessary to protect **R.P.G.’s** contracted pricing information from disclosure, dissemination to the public or copying.
5. Member agrees to accept the price negotiated by **R.P.G.** as stated in the contracts as a basis for placing orders and no other price negotiations will be allowed without the express written consent of **R.P.G.**, the exclusive buying group. Member shall pay the manufacturer, vendor, and distributor directly for all Drugs, supplies etc. (identified in para. 1-2) purchased by Member.
6. Member represents and warrants to **R.P.G.** that Member’s purchases are for their respective Members “own use” and that Member does not authorize or allow any retail, over the counter, walk-in trade or any other prescribed behavior that could be classified as other than “own use” as that term would be applicable to a closed pharmacy. Member indemnifies and holds its officers, directors, employees and agent of **R.P.G.**, Manufacturers, Vendors, and Distributors harmless from any liability as a result of Member’s breach of representation and warranties contained herein. Member acknowledges and agrees that there are no warranties of fitness or quality being made by **R.P.G.** and that the manufacturer/vendor/distributor shall be directly liable in the event of any claims of breach of warranty or lack of quality with regard to shipments or delay in shipments.
- 7 **R.P.G.** may enter into agreements with selected Vendors and Manufactures in its sole discretion so as to provide contract administration services for those Vendors and Manufactures. **R.P.G.** may receive payments and compensation, in varying amounts from time to time, from the Vendor and/or

Manufacturers for its services and for its time and expertise in the obtaining of discounts and savings from the Members in addition to the dues being paid by the clinics to **R.P.G.** for the performance of services under the agreements between the clinics, Members and **R.P.G.**

- 8 The initial term of this Agreement is for one year and is automatically renewed for one-year periods. Either party may cancel this agreement by giving ninety (90) days' written notice prior to the next anniversary date. Although cancellation may be given, termination will not be effective until all buying group materials are returned to **R.P.G.**, at the expense of the Member, and monthly fees shall continue in full force and effect until receipt of same. **R.P.G.** reserves the right to cancel this Agreement with thirty (30) days' written notice should Member fail to meet the financial obligations with either the manufacturer/vendor/distributor or **R.P.G.**
- 9 This Agreement shall be binding upon the successors and assigns of the parties and shall be effective when an officer of **R.P.G.** signs same. It is agreed any suit in law to enforce this Agreement be filed in the County of Davidson, Nashville, Tennessee. It is agreed the losing party shall pay reasonable attorney's fees and costs to the prevailing party.
- 10 Member clinic locations

PRACTICE, CLINIC NAME:

RENAL PURCHASING GROUP, INC.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

BY: _____

BY: _____

TITLE: _____

TITLE: Marketing Administration

DATE: _____

DATE: _____