



PURCHASING AGREEMENT

The undersigned hereby agrees to participate in the UHF Purchasing Services group purchasing program. The undersigned acknowledges that UHF Purchasing Services ("UHF") has negotiated prices with numerous vendors based upon quantity discounts and that UHF will supply to the undersigned a current list of these vendors and their prices. This list shall be modified and updated on a periodic basis when the prices and/or vendors change. The name of the undersigned to be submitted to each of the vendors on the aforementioned list and the undersigned will then have the option to purchase from such vendors at the stated price subject only to meeting any vendor's minimal financial requirements. It is understood that there is no obligation of the undersigned's part to purchase any product whatsoever from the vendors on the list.

It is understood that UHF will be supplying the undersigned from time to time with various confidential and proprietary purchasing information which the undersigned agrees to keep at all times confidential. Upon termination of participation in the Program for any reason whatsoever, the undersigned agrees to return all the proprietary information which it has received within five (five) days after the termination date.

It is expressly understood and agreed by the undersigned that the services to be provided by UHF under the Program are purchasing related functions and do not require UHF to take title to any products purchased through this program. With respect to all supplies and furnishings, the undersigned will purchase directly from the vendors. With respect to Capital Equipment, UHF, at its sole discretion, may pay the vendor directly for some capital equipment items with funds provided by the undersigned. The undersigned expressly understand and agrees that UHF does not warrant, guarantee, or otherwise represent (i) the merchantability or fitness of any product made available to Participants under this Program, or (ii) the capability or services of any vendor.

The undersigned acknowledges that UHF shall be entitled to receive an administration fee from the vendors in this Program, and here by directs the vendors to act as its agent in remitting said fee directly to UHF on any and all orders placed. This fee is included in the net price charged on each product.

Membership may be terminated by either party with 30 day written notice.

PARTICIPANTS RIGHT TO CANCEL

If you wish to cancel this contract, you may cancel by delivering or mailing a written notice to UHF. The notice must say that you do not wish to be bound by the contract and must be delivered or mailed before midnight of the third business day after you sign this contract. The notice must be delivered or mailed to:

UHF PURCHASING SERVICES, ATTN: ELLA GROTH
164 GOLDEN GATE AVENUE
FIRCREST, WA 98466

If you cancel, UHF will return, within ten (10) days of the date on which you give notice of cancellation, any payments you have made.

FACILITY NAME _____ BED COUNT _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

CHAIN/OWNER _____ ASSOCIATION _____

CONTACT PERSON _____ PHONE NO. _____ FAX _____

FACILITY AUTHORIZED SIGNATURE _____ DATE SIGNED _____

UHF REPRESENTATIVE SIGNATURE _____ DATE SIGNED _____

SPECIFIED REGION _____ FACILITY START DATE _____

UHF ASSIGNED FACILITY NO: _____ (office use only) UHF MAILING LIST ? YES ? NO