



2455 Paces Ferry Rd., S.E. • Atlanta, GA 30339

5 June 2008

Subject: HOME DEPOT U.S.A., INC. CONTRACT 05091 WITH MARICOPA COUNTY (US COMMUNITIES) – SUBMITTAL OF ADDITIONAL REBATE OFFER

To: Maricopa County
Department of Materials Management
320 West Lincoln Street
Phoenix, AZ 85003
Attention: C. Hinegardner

Reference: (a) Contract 05091 with Maricopa County, AZ and Associated US Communities Administrative Agreement for MRO Supplies

1. Home Depot respectfully requests an addendum to the referenced contract to include an additional rebate incentive directly to participating agencies as outlined below:

INCENTIVE PLAN

The following incentive plan will be cooperatively marketed and made available to participating agencies procurement members. The Program's incentive plan is as follows:

- a. Eligibility for rebate incentives to the participating agencies requires registration with Home Depot as a US Communities participant. Eligible sales will commence upon completion of the enrollment based upon sales that occurred on those accounts from the date of registration through the calendar year. For 2008 (only), any agencies registered with Home Depot prior to 7/1/08 will have their 2008 rebate based upon the registration date of the associated card; even if that date is prior to 7/1/08. Tracking of potential incentives will begin once the cards are successfully enrolled.
- b. The annual disbursement of the rebate incentives to the participating agencies, by Home Depot, will be completed no later than sixty (60) days after the end of each calendar year, with annual disbursement made of a cash rebate, payable (based on pre-tax sales) by check as follows:

- At least \$25,000 to \$100,000 Annual Net sales = 1% Rebate of Net Sales
- Over \$100,000 Annual Net sales = 2% Rebate of Net Sales



c. Administrative Information

- Home Depot shall have the right to reduce any disbursement made to participating agencies hereunder in consideration of any returns, disputed purchases, disputed credit card charges, disputed warranty or workmanship claims, other disputed claims, delinquency, etc., made by or attributable to any purchase.
- Participating agencies acknowledge that it will provide complete and accurate information and that Home Depot will rely upon the completeness and accuracy of the credit card information and other pertinent information provided to Home Depot for purposes of enabling Home Depot calculate the disbursements due such businesses hereunder. Disputes specific to rebate remittance are to be identified and/or resolved within ninety (90) days of receipt of remittance check

2. Home Depot is available at any time to discuss further this added benefit to participating agencies to ensure timely incorporation in the referenced contract.

3. If you have any questions please direct them to Mr. Mike Fiorot at 610-253-2354 or the undersigned at 770-384-3772.

Respectfully,

HOME DEPOT U.S.A. INC.



Richard Nyberg
Government Contracts Manager

Cc: Kevin Juhring
U.S. Communities
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