

PROPOSAL FOR LABOR AND MATERIALS

Seller/Lender Company Name:

Address:

Phone Number/Contact Name:

PROPOSAL SUBMITTED TO	PROJECT NAME	OWNER	
STREET	PROJECT LOCATION		
CITY, STATE AND ZIP CODE	ARCHITECT	DATE OF PLANS	
PHONE	DATE	GENERAL CONTRACTOR	PROJECT PHONE

Seller proposes to supply the following: _____

Exclusions: _____

Project shall start by: _____ Project shall be complete by: _____

Units of: _____

To be Delivered each: _____

Payment schedule: _____

We Propose hereby to furnish the described for the sum of:

Price: _____ Dollars (\$ _____)

Payment Terms:	To be returned with this proposal to Seller	\$ _____
	To be paid upon storage of materials by Seller	\$ _____
	To be paid upon completion of each unit	\$ _____
	To be paid monthly for work in place	\$ _____

Authorized Signature By: _____ Date: _____

The undersigned authorized signature agrees to all terms and conditions on the reverse side.

Acceptance of Proposal:

Signature: _____

Title: _____

Name Printed: _____

Date of Acceptance: _____

1. The price quoted is firm only if an executed copy of this proposal is received by Seller at Seller's office within 30 days of the date of this proposal. It is agreed that this proposal shall be incorporated into and shall become a part of any further or additional agreement made for this Project. I/we authorize Seller from time to time to obtain Business and Consumer Credit Reports on Buyer or any principals of Buyer or to obtain credit and funding information from any other source. Seller shall have no obligation to begin or continue performance until adequate credit and funding information is provided, at any time on request of Seller. Seller may stop the manufacture or supply of any labor or materials when payments to Seller pursuant to this agreement stop, until payment is made and any dispute or insecurity has been resolved.
2. The full price is due and payable when Seller has delivered each unit of the described labor and materials. Buyer agrees to pay a reasonable storage fee if Seller stores materials after ready for delivery. Seller may request evidence of payment at the delivery site prior to the delivery or installation of labor or material. Quoted price is based upon representations made by Buyer to Seller concerning the work and the work schedule. Buyer agrees that Seller shall be compensated at Seller's normal rates for any different or additional work or schedule requested by Buyer. A written change order shall be signed by Buyer prior to performance of such changed work or schedule. Quote price assumes a clean and unoccupied delivery or installation site and unencumbered access from a reasonable unloading location.
3. Seller agrees to replace or, at Seller's option, repair any defective labor or material within a reasonable time as Buyer's sole and exclusive remedy and Seller's limit of liability for any and all loss or damage resulting from defective labor or material. Buyer's remedies for any delay or any defect in any materials are subject to and limited by any limitations contained in the manufacturer's terms and conditions to Seller. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER OR ANY OF THEIR PARENTS OR AFFILIATES, OR ANY OF ITS/THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES, BE LIABLE HEREUNDER OR IN CONNECTION HERewith FOR ANY SPECIAL, RELIANCE, CONSEQUENTIAL, DELAY, EXEMPLARY, PUNITIVE, INCIDENTAL, LIQUIDATED, OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFITS, INCOME, USE, OR TIME, WHETHER IN CONTRACT, TORT, OR OTHERWISE.
4. Buyer shall make a careful inspection of the labor and material at the time of delivery. Buyer's failure to give written notice of any type of claim within ten (10) days of delivery shall constitute an unqualified acceptance of the labor and material as shown on delivery tickets and a waiver of all claims of shortages, damage or defect or any other claim. Seller will not be liable for damages, and back charges will not be accepted, without prior notification, an opportunity to view and repair, replace or otherwise cure, and approval by Seller. In no event shall Seller be liable for any damage due to delay of any type, nor consequential, special or punitive damages. Seller shall not be responsible for damage or delay due to strikes, fires, accidents, or other causes beyond its reasonable control. Should conditions render unavailable, at reasonable cost, any material or product required in this agreement, Seller may, at its discretion, supply a substitute of suitable value and utility or terminate Seller's obligation hereunder upon notification to Buyer.
5. Buyer shall indemnify and hold harmless the Seller and their agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, incurred in enforcement of this agreement by Seller, or arising out of this agreement or the described supply of labor or materials if any such claim is attributable to bodily injury, sickness, disease or death or injury to or destruction of tangible property, including the loss of use resulting therefrom, only to the extent caused in whole or in part by any negligent act or omission of Buyer, any subcontractor, employee, agent, or anyone else directly or indirectly employed by any of them or by any third person, regardless of whether or not it has been also caused in part by a party indemnified hereunder.
6. Buyer agrees to pay a late charge of \$20, plus 1½% interest per month on any unpaid portion of the price not paid when due, both before and after judgment, and further agrees to pay attorney's fees equal to 33% of any balance due on default, and all reasonable legal fees incurred by Seller in the event of any other dispute, whether or not suit is filed. Buyer further agrees to submit to personal jurisdiction in Virginia and that the forum for any litigation pursuant to any agreement with Seller shall be the County of Fairfax Virginia, whether suit is brought by Buyer or Seller. This Agreement shall be governed by and construed in accordance with the laws of Virginia, without regard to its conflicts of laws principles.
7. Buyer agrees that all funds owed to Buyer from anyone or received by Buyer to the extent those funds result from the labor or materials supplied by Seller shall be held in trust for the benefit of Seller (Trust Funds). Buyer agrees it has no interest in Trust Funds held by anyone, to segregate and to make no use of, except to promptly account for and transmit to Seller all such Trust Funds no later than on demand. All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for 90 days thereafter. Buyer agrees that Seller retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Seller for signature or restrictive endorsements on checks that may imply otherwise.

The undersigned hereby individually guarantee Buyer's performance of this Agreement.
