

**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: \_\_\_\_\_

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 it, in its sole discretion, determines that Buyer is in breach of this Agreement or any other contract with Seller, or Seller has insecurity with respect to funding or creditworthiness, 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. In no event shall Seller be liable for any damage due to delay of any type, nor consequential, special or punitive damages. THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF TITLE, AGAINST LIENS, INFRINGEEMENT, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
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 and a waiver of all claims with respect thereto. 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, arising out of this agreement or the described supply of labor or materials, provided that 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, 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 caused in part by a party indemnified hereunder.
6. Buyer agrees to pay a late charge of \$20.00, plus 1 1/2% 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, 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.
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 may commingle Trust Funds, but agrees it has no interest in Trust Funds held by anyone and to promptly account for and pay to Seller all such Trust Funds. All waivers executed by Seller shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Customer 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.