

SUPPLIER AGREEMENT

PROJECT DESCRIPTION: _____

_____ (the "Project").

PARTIES:

"Supplier"

Name: _____
Address: _____

Phone No: _____
Email: _____

"Contractor"

Name: _____
Address: _____

Phone No: _____
Email: _____

"PROPERTY"

Owner Name: _____
Address: _____
County: _____
Tax Parcel No: _____

DATE: _____

THIS SUPPLIER AGREEMENT (the "Agreement") is made this _____ day of _____, 20____ between [Insert Contractor] ("Contractor") and [Insert Supplier] ("Supplier"). The work described in Section 1 below shall be performed in accordance with the Contract Documents between Contractor and Owner, incorporated herein by reference. All capitalized terms not defined herein shall have the same meaning as is given such terms in the Contract Documents.

1. SCOPE. Supplier agrees to furnish all materials, equipment, and other facilities as set forth in **Schedule 1**, as attached hereto and incorporated herein by this reference, to complete the following work ("Work"):

[insert description of Work, or attach a portion of Contract Documents]

2. PRICE. Contractor agrees to pay Supplier the total sum of \$ _____, subject to any Change Orders, which Contractor shall promptly provide to Supplier. Payments shall be made on the following schedule:

[insert description of payment schedule based on delivery. Note: Contractors may have separate agreements related to payment based on invoices received]

3. CHANGE IN WORK. Supplier shall make no changes in the Work covered by this Agreement without written direction from the Contractor. Supplier shall not be compensated for unauthorized changes in the scope of work.

4. TERMINATION. Contractor may at any time and for any reason terminate Supplier's service hereunder at Contractor's convenience. In the event of a termination for convenience, Supplier shall recover only the actual cost-plus restocking fees. Supplier shall not be entitled to any claim or lien against Contractor or Owner for any additional compensation or damages in the event of such termination.

5. INDEMNIFICATION. To the fullest extent permitted by law, Supplier shall indemnify and hold harmless Owner and Contractor and their agents and employees from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Supplier's operations performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any passive negligent act or omission of Owner or Contractor, or their agents or employees, but Supplier shall not be obligated to indemnify any party for claims arising from the sole negligence or willful misconduct of Owner or Contractor or their agents or employees or caused solely by the designs provided by such parties. The indemnity set forth in this Section shall not be limited by insurance requirements or by any other provision of this Agreement. All work covered by the Agreement done at the site or in preparing or delivering materials or equipment at the site shall be at the sole risk of Supplier until the completed work is accepted by Contractor.

6. WARRANTY. Supplier warrants to Owner and Contractor that all materials, equipment, and facilities furnished shall be new, free from faults and defects, and of good quality. Supplier hereby warrants its performance under this Agreement against all deficiencies and defects for the longest period permitted by the laws of the State of Washington.

7. DISPUTES.

7.1 Arbitration/Mediation. Parties agree to make a good faith effort to resolve any dispute without necessitating litigation. As a condition precedent to any lawsuit, the complaining party must provide notice of any claim in writing to the other party and provide said party a reasonable opportunity to correct or complete the Work as specified in this Agreement and Schedule 1. Either party may then request mediation. The party requesting mediation shall give written notice to the other party of such mediation request and the parties agree to use their best efforts to conduct the mediation within sixty (60) days of the notice. The parties will share the cost of mediation equally. If a dispute cannot be resolved directly between the parties, it shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Both parties waive their right to file any appeal for trial de novo in superior court and specifically agree to accept the arbitrator's award as final and binding.

7.2 Time Limit on Lawsuit. **Any lawsuit based on contract, tort, warranty, or indemnification must be filed in a court of competent jurisdiction within one (1) year following expiration of the warranty period, or it shall be forever waived.**

8. MISCELLANEOUS.p

8.1 Survival. In the event any clause or provision of this Agreement shall be held to be invalid, then the remaining clauses and provisions shall remain in full force and effect.



8.2 Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the Project. All other agreements, oral or written, are hereby merged into, and superseded by this Contract. There are no other agreements which modify or affect the terms hereof.

8.3 Amendments. No amendment hereto shall be binding unless the terms thereof are in writing and signed by both parties. No verbal or other agreements modify or affect this Contract.

8.4 Binding Effect. This Agreement shall be binding upon the Parties hereto, and their heirs, successors, executors, administrators, and assigns.

8.5 Assignment. Neither party shall assign nor transfer this Agreement or any rights hereunder without the prior written consent of the other.

8.6 Notices. Any notice under or relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when personally delivered or three Business Days after a writing is deposited in the United States mail, first class postage or other charges prepaid and registered, return receipt requested, addressed as follows:

- (a) If to Contractor:

- (b) If to Supplier:


8.7 Governing Law, Venue. The performance and interpretation of this Agreement shall be governed in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Agreement shall be conducted in the County where work is performed.

8.8 Counterparts. This Agreement may be executed in counterparts.

8.9 Waivers. No waiver of any breach of any covenant or provision contained herein

will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

<p>CONTRACTOR:</p> <p>By: _____ Its: _____</p> <p>Date: _____</p> <p>Contractor Registration No. _____</p>	<p>SUPPLIER:</p> <p>By: _____ Its: _____</p> <p>Date: _____</p>
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