**Material Supply Agreement**

This Material Supply Agreement is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Buyer”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Supplier”) who agree to the following Project as follows:

*1. Agreement*

Buyer and Supplier wish to enter the following Agreement, whereby Supplier shall furnish Material for the construction of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (description of project) located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Project”).

Property Owner Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

General Contractor Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*2. Material*

The following Material will be supplied from Supplier to Buyer as a result of this Agreement:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Quantity: The following quantity of Material will be provided: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Alternatively, if Quantity is currently unknown, Quantity shall be determined as follows:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*3. Term*

This Agreement commences on the date this document was signed and will continue until \_\_\_\_\_\_\_\_\_\_\_.

Alternatively, the Term of this Agreement will be determined as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*4. Orders*

Following this Agreement, Buyer may place Orders from time to time which Supplier shall fulfil. However, Buyer is under no obligation to place Orders for any minimum amount of Materials under this Agreement. If not otherwise designated by the Order, Supplier shall deliver Materials within ten (10) days of the Order.

*5. Price*

Supplier shall provide an Invoice to Buyer for each Order placed which details the Material supplied or to be supplied, as well as the price for those materials.

*6. Payment*

Payment will become due according to the terms set forth on the Invoice provided.

*7. Supply*

Materials will be supplied in accordance with any Order placed by Buyer. Upon delivery of Materials, Buyer shall immediately inspect the quantity and quality of materials.

If, upon inspection, Buyer finds that the quantity or quality of materials differs from Order placed by Buyer, Buyer shall notify Supplier immediately. If Supplier finds that a discrepancy exists between the Materials ordered and delivered, Supplier will be responsible for correcting the discrepancy within \_\_\_\_\_ days.

*8. Delivery Location*

Materials shall be delivered to the following location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

*9. Warranty*

Supplier warrants that materials are new, unused, and free from material defects. This warranty will be effective for a period of \_\_\_\_\_\_\_\_\_\_ from the date of delivery (“Warranty Period”). During this period, should any defect arise in the Materials, Buyer will immediately notify Supplier of the defect, and Supplier will be responsible for curing the defect by repairing or replacing the Material in question, at no additional cost to Buyer.

*10. Change Orders, Alterations to Contract*

Any alteration to this Agreement must be agreed to by the Buyer and Supplier in writing.

*11. Termination by Buyer*

If the Supplier breaches any obligation created by this Agreement, Buyer may give Supplier a Notification of Breach providing Supplier notice identifying the breach, in writing. Upon receipt of such Notification of Breach, Supplier will have seven (7) days to cure the breach. If the breach cannot be cured in seven (7) days, the Buyer is entitled to terminate this Agreement. Alternatively, the Buyer may cure the breach and deduct the cost of curing the breach from the amounts otherwise owed to Supplier.

*12. Termination by Supplier*

If the Buyer breaches any obligation created by this Agreement, Supplier may give Buyer a Notification of Breach providing the Buyer notice identifying the breach, in writing. Upon receipt of such Notification of Breach, Buyer will have seven (7) days to cure the breach. If the breach cannot be cured within seven (7) days, the Supplier is entitled to terminate this Agreement. Supplier will remain entitled to payment for Material supplied prior to Termination.

*13. Severability*

If any provision of this Agreement should be found invalid or unenforceable, that provision should be severed from the Agreement and shall have no effect on the remaining provisions of this agreement.

This Agreement is subject to the laws and regulations of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Contractor Name Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address Phone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_

Owner Name Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address Phone