

Miller Wholesale Lumber Company

1700 SOUTH KACHINA DRIVE

TEMPE, ARIZONA 85281

(480) 731-9400

AGREEMENT TO SUPPLY MATERIALS

This Agreement among the parties listed below is dated this _____ day of _____, 20_____.

PARTIES

"Supplier": **Miller Wholesale Lumber Company**

"Subcontractor": _____

"Contractor": _____

"Owner": _____

"Job": _____

"Job Address": _____

"Permit No.": _____ "Permit City": _____

RECITALS

The Subcontractor wishes to purchase materials from the supplier. The Owner and the Contractor wish to secure the agreement of the Supplier to supply these materials to the Subcontractor. The Supplier is willing to do so only on the terms, and with the agreements by the other parties, set forth below. Therefore, in consideration of the recitals, and the mutual agreement set forth below, the parties agree as follows:

AGREEMENTS

1. The Supplier shall sell to the Subcontractor, at the prices and on the terms set forth in a separate agreement between those two parties, the materials set forth in that separate agreement, with payment due on the 10th of the month following delivery of the materials.
2. The Contractor agrees that payments to the Subcontractor shall be joint payments, where the Supplier is included as a payee on all checks.
3. The Owner agrees to require the Contractor to make all payments to the Subcontractor joint payments as set forth in paragraph 2 above. The Owner further agrees to guarantee payment to the Supplier all payments due the Supplier by the Subcontractor for materials furnished for the job which is the subject of this agreement. The Owner agrees that this is a written agreement between the Owner and the Supplier, in which the Owner is guaranteeing payment to the Supplier for supplies furnished to the Project, and that the Supplier therefore has lien rights on this job pursuant to A.R.S. §33-981 et seq., whether or not the job is an owner-occupied dwelling pursuant to A.R.S. §33-1002. The Parties specifically agree that, as a result of this agreement, the Supplier is "a person having executed in writing a contract directly with the owner-occupant" as set forth in A.R.S. §33-1002(B).
4. The Contractor also guarantees to the Supplier payment to the Supplier of amounts owed to the Supplier by the Subcontractor for materials supplied to this job.
5. The Owner and the Contractor agree that the reasonable value to this job of the materials supplied shall be the prices agreed to between the Supplier and Subcontractor.
6. This agreement is superior to and shall not be affected by any backcharge, setoff or counterclaim that the Owner has against the Contractor or the Subcontractor, or that the Contractor has against the Subcontractor.
7. Nothing in this agreement shall be construed to make the Supplier a party to any other agreement, other than any agreements signed by the Supplier.
8. The Subcontractor agrees that it will promptly endorse and deliver to the Supplier all joint checks, drafts or money orders issued to it by the Owner or the Contractor in connection with this job.
9. Upon the request of the Supplier, both the Owner and the Contractor shall furnish financing and loan information regarding this Project.
10. In the event a lawsuit is brought to enforce the provisions of this agreement, attorneys' fees shall be paid to the prevailing party.

SUBCONTRACTOR

Name: _____

Address: _____

City, State, Zip: _____

Phone No.: _____

By: _____ Date: _____

CONTRACTOR

Name: _____

Address: _____

City, State, Zip: _____

Phone No.: _____

By: _____ Date: _____

MILLER WHOLESALE LUMBER

1700 South Kachina Drive

Tempe, AZ 85281

By: _____ Date: _____

OWNER:

Name: _____

Address: _____

City, State, Zip: _____

Phone No.: _____

By: _____ Date: _____