

SUPPLIER CONTRACT/WORK ORDER

THIS WORK ORDER is issued on the ____ day of _____, 20____, between DESERTLAND COMPANY TRUST dba MAJESTIC BUILDERS, hereinafter called CONTRACTOR and _____, hereinafter called SUPPLIER.

RECITALS

SCOPE OF WORK

SUPPLIER shall provide the following materials according to the terms and conditions specified in the outlined bid documents and specifications:

Situated upon said real property hereinafter described as:

In conformity with the plans and specifications for the same prepared by:

SCHEDULE: Supplier shall provide materials in a timely manner, after notification by Contractor, and shall thereafter proceed and complete the performance of Work Order promptly, diligently and in such a manner and sequence as to assure the timely completion of other work dependent thereon and to permit completion of Work Order within the time provided by the Work Order and within the work progress schedule formulated by Contractor for the project.

COMPLETION TIME: As per construction schedule prepared by Contractor.

COMPENSATION:

Contractor agrees to pay the said Supplier, and Supplier agrees to receive, as full compensation for the strict and satisfactory performance of the Work Order in conformance with the terms and conditions, the total sum of \$

Unless otherwise provided herein, the above stated contract price will be paid in installments as progress payments are made to the Contractor. We turn in a pay request on the twentieth of each month; therefore we must receive a bill by the fifteenth of the month in order to process it. The Contractor shall have the right to withhold from the Supplier any payment if Supplier fails to present satisfactory evidence that all current bills for the materials, or other liability, have been paid, or accounted for in a Conditional or an Unconditional Lien Release, in connection with this Work Order, and the Contractor shall be entitled to require material releases before any payment is made.

Disputed amounts will not be subject to interest charges by SUBCONTRACTOR. Upon cashing a check issued by CONTRACTOR to SUPPLIER for material provided, SUPPLIER agrees to release all rights of lien for materials provided according to Utah Code Annotated § 38-1a-802(4)(b) for progress payments and Utah Code Annotated § 38-1a-802(4)(c) for final payments; or, if these forms are deemed unenforceable in a jurisdiction other than Utah, according to the laws of the state in which the work is performed.

The final payment of (see above) which Contractor will pay to the Supplier 30 days after final acceptance by Owner provided the Supplier shall have completed items outlined in this work order to the full satisfaction of the Contractor, Owner and Architect.

NO PAYMENT WILL BE ISSUED TO SUPPLIER UNTIL THIS WORK ORDER IS SIGNED AND RECEIVED BY THE CONTRACTOR. LIKEWISE, ALL REQUESTED PAPERWORK ie: GENERAL LIABILITY AND WORKERS COMP. CERTIFICATES, COMPLETED AND NOTARIZED SUPPLIER AFFIDAVIT AND A COPY OF UTAH STATE PROFESSIONAL LICENSE MUST BE RECEIVED IN MAJESTIC BUILDERS OFFICE BEFORE PAYMENT WILL BE ISSUED.

If box is marked, this Subcontractor shall be required to furnish any bonding that is required.

CONTRACTOR

SUPPLIER

By: Chris B. Daley, manager

Name

Title

Name

Title