



## SIMPLY PRODUCTS COMPANY JOB AGREEMENT

Application is hereby made for a job account for the job described on the attached Job Information Sheet. The applicant represents that applicant is solvent and that the information furnished in connection with this application is complete and accurate and acknowledges that Simply Products Company can rely thereon, Applicant further represents that all materials will be used on this job.

If, after acceptance of this application, applicant breaches any terms of this agreement or defaults on any obligation owed to Simply Products or if Simply Products reasonably deems itself commercially insecure and gives applicant notice of same, Simply Products shall have the right to suspend performance hereunder and pursue remedies against applicant so provided in this agreement or by law.

Applicant agrees to submit monthly draws to the General Contractor of record within the time frame outlined per the contract between applicant and General Contractor to insure timely progress payments are issued for the material supplied. Within 10 days after receipt of each draw on the job, applicant will pay Simply Products the total amount owing for material furnished by Simply Products on account for the job. No retainage will be withheld by applicant from payments owed to Simply Products.

If, for any reason, applicant fails to receive payment on the job from the General Contractor, applicant will at the request of Simply Products take all action necessary to exercise applicant's lien rights or bond rights or both. Further, Simply Products shall have the option to exercise Simply Product's lien and/or bond rights or pursue applicant for the indebtedness incurred hereunder. Applicant understands that ultimately, Simply Products, holds applicants as the financial responsible party and reserves all rights to pursue applicant to meet their obligations to Simply Products as such.

Even if applicant fails to receive payment on account for the job, applicant is fully liable for indebtedness incurred under this agreement and applicant agrees to pay all amount due for materials supplied for the job no later than 30 days after delivery.

Whether affixing electronic or written signature below, applicant hereby represents that they are authorized to enter into this agreement with Simply Products and bind the business the represent under all laws in all jurisdiction that may be applicable.

Accepted by Simply Products Company:

Applicant Signature: \_\_\_\_\_

Representative \_\_\_\_\_

Title of Applicant: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date \_\_\_\_\_