

KIRTLEY-COLE ASSOCIATES LLC

2820 Oakes Avenue, Suite B, Everett, WA 98201, Telephone (425) 609-0400 / FAX (425) 609-0410

PURCHASE AGREEMENT

To Seller: **«FirmName»**
 «FirmAddress»
 «FirmCity», «FirmState» «FirmZip»
 Phone: «FirmPhone» Fax: «FirmFax» Email: «ResponsibleEMail»
 Contact: «ContactFName» «ContactLName»

DATE: **«StartDate»**

DATE ON WHICH SELLER MUST DELIVER MATERIALS TO PROJECT: «DeliveryDate»

F.O.B. **«FOB»**

SHIP TO: **«ProjectDescription»**
 «JobAddress»
 «JobCity», «JobState» «JobZip»

Ship the following items and do the work in strict accordance with the plans and specifications

SCOPE OF WORK

Furnish all **«SLDescription»**, complete as described in or reasonably inferred from the Plans and Specifications, and Addenda, including but not limited to the following sections of the Specifications; **Section «Phases»**. This includes but is not limited to providing the following:

«Inclusions»

It is agreed that the seller will not make any request for additional compensation regarding the execution of the purchase agreement work unless there is a change in the scope of work. The schedule is extremely critical, and non-performance will cause severe financial impacts that are very difficult to quantify. Therefore as liquidated damages for seller's non-performance, the seller shall pay the Purchaser the sum of \$**«LiquidatedDamages»** per calendar day of delay. This fixed sum is agreed by the parties to be a fair, reasonable, and appropriate estimate of actual damages, and is not in any sense a penalty.

EXCLUSIONS:

«Exclusions»

Discount Terms: **«DiscountTerms»**

Purchase #: **«SL», JOB #, «Contract»**

TOTAL AMOUNT OF PURCHASE AGREEMENT: **«TotalOrigSL»**

Item	Phase	Description	Extended Price
«Item»	«Phase»	«Description»	«ExtendedPrice»

By signing below, Seller agrees to all terms and conditions of this Agreement. Seller acknowledges that the waiver of indemnity contained in Paragraph 5 was mutually negotiated.

KCA INITIALS: _____

APPROVED AND ACCEPTED:

DATE: _____

«FirmName»

By: _____

NOTE: A FIELD PURCHASE ORDER WILL BE REQUIRED FOR EACH MATERIAL DELIVERY.

1. All material and equipment furnished under this order shall be guaranteed by the Seller to the Purchaser and Owner to be fit and sufficient for the purpose intended, and that they are merchantable, of good material and workmanship and free from defects. Seller agrees to replace without charge to Purchaser or Owner said material and equipment, or remedy any defects latent or patent not due to ordinary wear and tear or not due to improper use or maintenance, which may develop within (1) year from date of Final Acceptance by the Purchaser or Owner, or within the guarantee period set forth in the Main Contract, whichever is longer. The warranties herein are in addition to those implied by law.

Seller warrants that all materials provided under this Purchase Agreement shall be free of mold. Mold is defined as any permanent or transient fungus, mold, mildew or mycotoxin, or any of the spores, spores or byproducts resulting therefrom regardless of whether they are proved to cause disease, injury or damage.

Upon providing the materials under this Purchase Agreement, Seller agrees to provide a certification that the materials provided hereunder comply with the requirements of this Agreement. The certification shall be in the form attached hereto as the Mold Certification Addendum.

2. The Seller and all material and equipment furnished under this order shall be subject to the approval of the Owners, architect, engineer, or the Purchaser, and Seller shall furnish the required number of submittals or samples for said approval. In the event approval is not obtained the order may be canceled by Purchaser with no liability on the part of Purchaser.
3. All material and equipment furnished hereunder shall be in strict compliance with the Main Contract between Purchaser and Owner, including all plans, specifications and general conditions, and Seller shall be bound thereby in the performance of this contract. The Main Contract, including the plans and specifications, are incorporated into this purchase order as though fully set forth. Seller acknowledges and confirms, by initialing below this paragraph, that it has in fact seen and reviewed the Main Contract and all of its terms along with the Plans and Specifications.

Purchaser

Seller

4. The materials and equipment covered by this order whether in a deliverable state or otherwise, shall remain the property of the Seller until delivered to a designated site and actually received by the Purchaser, and any damage to the material and equipment of any kind that occur during transit shall be borne by the Seller, notwithstanding the manner in which the goods are shipped or who pays the freight or other transportation costs.
5. Seller shall defend, indemnify and hold the Purchaser, its officers, employees and agents harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from injury to or death of any and all persons, or arising out of property damage of any kind, whether tangible or intangible, or loss of use resulting therefrom, or injury, damage connected with the goods to be furnished under this Agreement, except for injuries and damages caused by the sole negligence of the Purchaser.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Seller and the Purchaser, its officers, employees, and agents, the Seller's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Seller's negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Seller's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Defense cost recovery shall include all fees of attorneys and experts, and costs and expenses incurred in good faith. In addition, Purchaser shall be entitled to recover compensation for all of its in-house expenses, including materials and labor, consumed in its defense.

6. Time is of the essence of this contract. Should the Seller for any reason fail to supply and deliver the materials and equipment to be furnished herein in strict accordance with the terms and conditions of this purchase order, including but not limited to the timely delivery of such items, the Purchaser shall have the right to purchase the materials elsewhere, and any excess in cost of same over the price herein provided shall be chargeable to and paid by the Seller on demand. Should any delay on the part of the Seller or defects or nonconformance of the materials or equipment with the plans and specifications occasion loss, damage or expense including consequential damages to the Owner or to the Purchaser, the Seller shall indemnify the Owner and the Purchaser against such loss, damage or expense including attorneys' fees. If for any cause, all or any portion of the materials to be furnished are not delivered at the time or times herein specified, the Purchaser may, at his option, cancel this order as to all or any portion of materials not so delivered.
7. Seller shall submit to Purchaser requests for payment at such times and in a form to enable Purchaser to timely obtain payment from Owner. Seller shall receive payment from Purchaser in such amount(s) allowed and actually received by Purchaser from Owner for Seller's performance. It is expressly agreed that payment by Owner to Purchaser shall be a condition precedent to Purchaser's payment to Seller. Five percent (5%) of the sum of this Purchase Agreement shall be withheld until Seller has submitted all closeout documents satisfactory to Purchaser and Owner.
8. Seller shall furnish all necessary lien waivers, affidavits or other documents required to keep the Owner's premises free from liens or claims for liens, arising out of the furnishing of the material or equipment herein as payments are made from time to time under this order. Seller agrees that Purchaser may, at its sole option and in its sole discretion, make any payments to the Seller otherwise due and owing under the terms of the Purchase Agreement by way of joint check or by direct payment to third parties or otherwise.
9. All prior representations, conversations or preliminary negotiations shall be deemed to be merged in this order, and no changes will be considered or approved unless this order is modified by an authorized representative of Purchaser in writing. The contract formed based upon this Purchase Agreement is expressly limited to the terms and conditions contained herein. No alteration of any of the terms, conditions, delivery arrangements, price, quality, quantities, or specifications of this Purchase Agreement will be operative without the written consent of the Purchaser.
10. In the event of any dispute of any kind between Purchaser and Seller arising directly or indirectly out of this purchase order which results in any litigation or court proceedings of any kind, the prevailing party in any such litigation or court proceedings shall recover from the non-prevailing party all of the prevailing party's actual attorney's fees and costs occasioned thereby.
11. Items not detailed or specified but required to complete the contract work will be provided at no extra cost by the supplier. Changes to this purchase order for extra work must be signed by Kirtley-Cole before work is started. Seller agrees to give Purchaser written notice of any event giving rise to a claim for additional time or extra compensation within five (5) calendar days of the occurrence of the event. If this written notice is not provided, Seller's claim shall be deemed waived.
 - (a) Pass Through Claims: In the event Seller's claim directly or indirectly is caused by or arises out of conduct for which the Owner may be responsible, Seller agrees to be bound to Purchaser to the same extent that Purchaser is bound to Owner by the terms of the Main Contract and by any and all procedures and resulting decisions, findings, determinations, or awards made thereunder by the person so authorized in the Main Contract, or by any administrative board, court of competent jurisdiction, or arbitration. Seller agrees to be bound by the procedure and final determinations contained in the Main Contract and agrees that it will not take, or will stay or suspend, any other action or actions, including but not limited to, any arbitration(s) or action(s) commenced pursuant to the Federal Miller Act, state lien statutes, Bond or Retainage Act(s) with respect to any such claims and will pursue no independent litigation with respect thereto, pending final determination of any dispute resolution procedure between Owner and Purchaser.
 - (b) Other Claims: For other all claims or disputes related to this Purchase Agreement, Purchaser shall have the exclusive right to require the venue for any legal action to be in the State of Washington, Snohomish County Superior Court. Purchaser shall have the unilateral right to require any dispute between Purchaser and Seller to be resolved in the alternative dispute resolution forum of its choosing including the sole right to require such dispute to be joined to other alternative dispute resolution proceedings of any kind when Purchaser deems the disputes are related in any way. This purchaser order shall be governed by the laws of the State of Washington.

MOLD CERTIFICATION ADDENDUM
To Purchase Agreement

RE: «ProjectDescription»

«FirmName» (hereinafter SELLER) certifies that the materials provided under this Purchase Agreement comply with the requirements of Paragraph 1 of the Purchase Agreement General Conditions. SELLER certifies that it has inspected the materials it has provided and that the materials provided meet the requirements of Paragraph 1 of the Purchase Agreement General Conditions. SELLER warrants that all materials provided under this Purchase Agreement are mold free.

THE UNDERSIGNED HEREBY CERTIFY THAT THIS ADDENDUM WAS MUTUALLY NEGOTIATED.

Dated: _____

Dated: _____

KIRTLEY-COLE ASSOCIATES LLC

«FirmName»

BY: _____

BY: _____

TITLE: _____

DRAFT

SAMPLE

TO BE EXECUTED AT COMPLETION OF DELIVERY OF MATERIALS



STATE OF WASHINGTON

RESELLER PERMIT

Washington State Department of Revenue

PO Box 47476 • Olympia, WA 98504-7476 • 1-800-647-7706

Issued to:

602-442-850
KIRTLEY-COLE ASSOCIATES LLC
KIRTLEY-COLE ASSOCIATES
2820 OAKES AVE STE B
EVERETT, WA 98201-3667

Permit Number: A16414821

Effective Date: Jan-01-2020

Expiration Date: Dec-31-2021

Business Activities:

Commercial and Institutional Building Construction

This permit can be used to purchase:

- Merchandise and inventory for resale without intervening use
- Ingredients, components, or chemicals used in processing new articles of tangible personal property produced for sale
- Feed, seed, seedlings, fertilizer and spray materials for a farmer
- Materials and contract labor for retail/wholesale construction
- Items for dual purposes (see Purchases for Dual Purpose on back)

This permit cannot be used to purchase:

- Items for personal or household use
- Promotional items or gifts
- Items used in your business that are not sold, such as office supplies, equipment, tools, and equipment rentals
- Materials and contract labor for public road construction or U.S. government contracting (see Definitions on back)
- Materials and contract labor for speculative building

This permit is no longer valid if the business is closed.

The business named on this permit acknowledges:

- It is solely responsible for all purchases made under this permit
- Misuse of the permit:
 - Subjects the business to a penalty of 50 percent of the tax due, in addition to the tax, interest, and penalties imposed (RCW 82.032.2)
 - May result in this permit being revoked

Notes (optional):

Important: The Department of Revenue may use information from sellers to verify all purchases made with this permit were qualified.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1. To avoid backup withholding. For individuals, this is generally your social security number (SSN). However, if you are a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3 for other rules. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number - -
Employer identification number -

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (as defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.