

FURNISHED BY OWNER (FBO) MATERIAL AGREEMENT

As a professional general contractor, Crane Builders, LLC accepts full responsibility for all materials and labor that we supply. Crane Builders, LLC cannot do this for materials that you (CLIENTS) choose to supply.

In order to eliminate any potential misunderstandings, please be aware of the following obligations CLIENTS assume when CLIENTS choose to have us work with FBO materials.

1. Crane Builders, LLC shall be provided specs for each item to be FBO to meet Crane Builders, LLC’s schedule.
2. As the supplier of materials, CLIENTS must assume full responsibility and liability for ordering correctly and on time, and for **receiving** and **inspecting** all materials. At the job site, CLIENTS will also be responsible for **labeling and moving the materials to the room in which they are to be installed.**
3. In the event of missing or damaged parts, the wrong material being ordered or delivered, or any other problem concerning FBO materials and products, CLIENTS must assume full responsibility and liability for returning and exchanging them, as well as negotiating the terms of resolution with the seller.
4. As the supplier of materials, CLIENTS must assume full responsibility and liability for assuring that the products meet all applicable codes and ordinances.
5. As the supplier of materials, CLIENTS must assume full responsibly and liability for assuring that all materials, including all “rough in” items placed inside of walls in the early stages of the job, will be present at the job site and in good working order prior to the start of the appropriate phase of the project.
6. CLIENTS must understand that missing or broken pieces or wrong materials may alter Crane Builders, LLC’s work schedule and may result in additional time charges to CLIENTS at regular hourly rates.
7. As the supplier of materials, CLIENTS must assume full responsibility and liability for all guarantees and warranties pertaining to those materials. CLIENTS shall hold Crane Builders, LLC harmless for any product or system malfunctions related to defective products/materials provided by the CLIENTS.
8. CLIENTS must understand that the above conditions do not encompass all possible circumstances that could delay work or result in additional job cost stemming from FBO materials.
9. If CLIENTS prefer to have Crane Builders, LLC accept full responsibility for the materials on their project, Crane Builders, LLC will be happy to provide any and all items necessary to complete the project. CLIENTS must understand that some special order items may have a longer delivery time. In order to be able to complete the CLIENTS’ project in a timely manner, Crane Builders, LLC will not start related portion of project until all special-order items have been received and inspected for correct size, style, and damage. This means that CLIENTS’ original schedule may be affected until the items are received.
10. CLIENTS will be invoiced by Crane Builders, LLC for additional work required (at our regular hourly rate) if the terms outlined above are not adhered to by the CLIENTS.

I/we, as the CLIENTS, have read, understand, and agree to the above terms and conditions for the materials listed below that I/we, as the CLIENTS, will supply for the project and the associated fee to be added to contract total for each.

1. _____	\$	5. _____	\$
2. _____	\$	6. _____	\$
3. _____	\$	7. _____	\$
4. _____	\$	8. _____	\$

Date: _____

CLIENT/Property Owner: _____
(signature) (print or type name)

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(signature) (print or type name)