SALE TO BUILDER AND OWNER OCCUPANT

1. The parties to this contract are _____ ("Supplier") and _____ ("Builder") and _____ ("Owner") who owns and occupies a dwelling located at _____ ("Dwelling") with the following legal description: _____ _____.

2. Owner has contracted with the Builder to construct, alter or repair the dwelling commencing on or about _____ in the following manner.

3. Supplier hereby agrees to supply labor and/or materials as requested by Owner/Builder or their agents to be used in the construction, alteration or repair of the Dwelling.

4. Owner and Builder hereby agree to be jointly and severally liable to Supplier for the payment of labor and/or materials ordered by the Owner, Builder or their agents according to the following terms of sale: _____. Owner further specifically authorizes Builder and Builder's employees to act as Owner's agent with regards to the purchase of labor and/or construction materials from Supplier.

5. Owner and Builder agree to be jointly and severally liable for and to pay all Supplier's attorneys' fees, court and suit costs incurred in collecting any overdue amounts and/or interest at the highest legal rate on overdue amounts owed to Supplier. With such fees, costs and interest to be set by the court with or without evidentiary hearing or trial as the court deems appropriate is each instance.

_____	_____
Supplier	Builder
_____	_____
Title Date	Title Date
Owner:	**Spouse (if married):**
_____	_____
Print full name	Print full name
_____	_____
Signature Date	Signature Date