

PERMISSION TO STORE MATERIALS (at Other Than Job Site)	
Project #:	Project Title:
The Contractor _____ hereby requests permission to store materials and equipment listed in the schedule below in accordance with the provisions of the General and Special Requirements of the subject Contract. The materials listed below are considered critical to the project completion, have been estimated at 100% of their cost and will be stored at _____	

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BILL OF SALE

University:	Project Title:
Project #:	

Whereas, the undersigned Contractor has applied to the University for permission to store certain materials and/or equipment (herein called materials) at the Contractor's place of business or at an approved, bonded warehouse, and to be paid, therefore, in accordance with the "General and Special Requirements" of said Contract.

Whereas, the University has approved the storage of such Materials as: (general description)

_____ and approved payment thereof or to the extent provided by the Contract; now, therefore

KNOW ALL MEN BY THESE PRESENTS, That _____

_____ the Contractor in the above Contract, for and in consideration of the sum of _____ Dollars (\$ _____) paid to the

Contractor by the University, the receipt whereof is hereby acknowledged, and in compliance with the provisions of the said Contract and with the intention to be legally bound, does hereby grant, bargain, sell and deliver unto the University its successors and assigns, all and singular the Materials described in the Permission to Store Materials list attached hereto and made a part hereof.

And the said Contractor does by these presents, covenant, promise and agree to, and with the University, its successors and assigns, that the said Contractor, its successors and assigns, shall and will forever warrant and defend by these presents, all and singular the Materials herein described and granted and intended so to be unto the University, its successors and assigns, against the said Contractor, his successors and assigns, and against all and every other person whomsoever lawfully claiming or to claim the same or any part thereof.

And the said Contractor further covenants, warrants and agrees with respect to the said Materials that:

1. Contractor has good title thereto, free and clear of all liens and encumbrances, which title is granted to the University by these presents.
2. The supplier or manufacturer thereof has been paid in full, therefore, by the Contractor as evidenced by the receipted invoices attached hereto and made part hereof;
3. Said Materials will be used only in the construction of the aforesaid Project under the provisions of said Contract, and will not be diverted elsewhere without the prior written consent of the University.
4. Said Materials have been delivered to and are now at the places approved for their storage, where they are clearly marked and identified as the property of the University.
5. Said Materials are stored in a safe and secure manner and place so as to protect them from damage or loss.

6. Contractor, at his own expense, will insure said Materials, effective as of the date hereof, against loss or damage by fire (with extended coverage), theft, and burglary and will promptly deliver to the University certificates of insurance for policies with loss payable to the University.
7. Contractor agrees that the quantities of said materials set forth in the Schedule of Values shall represent the maximum quantities for which he may be entitled to payment under said provisions of the Contract.
8. Contractor shall pay all expenses in connection with the sale, delivery to and from storage, storage protection and insurance of the materials granted to the University by these presents;
9. Contractor shall remain responsible for the material which shall remain under the Contractor's custody and control for all losses regardless of the exclusions of the insurance policies required under this Bill of Sale.

IN WITNESS WHEREOF the Contractor has caused these presents to be this _____ day of _____ A.D., 19 ____.

WITNESS:

FOR THE CONTRACTOR:

Individual or Partner (If Contractor
is an individual or partnership)

President or Vice President of
Corporation