

**IF ACCEPTED BY Quality Carports, Inc. (DBA: Quality Steel Buildings and High Quality Carports), this offer by Buyer will become a contract between Buyer and Quality Carports, Inc – (Seller).**

**Offer, Acceptance, and Dealer Not a Representative of Seller.** The Dealer shown on the face of this offer to purchase is NOT a representative or agent of Seller. As such, no oral or written representation of the Dealer is binding on Seller. To submit this offer to purchase to Seller, fully-complete this document, sign it in the front and below, pay Dealer a **non-refundable** deposit of 10% of the total price, and invite Dealer to forward this offer of purchase to Seller. Seller may accept this offer by notifying Buyer of its acceptance by phone, email, letter, by leaving a voice message on the phone number listed for Buyer. You should not be paying the Dealer any more than 10% of the total price. Call Seller at 801-406-9508 if you believe the Dealer is asking for more than 10% of the total price. In no event will Seller be responsible to refund deposits collected by Dealer.

**Building Permits.** Before installation of any structure, building or carport (collectively, a “structure”), Buyer shall obtain and provide to Seller all permits and authorizations necessary to lawfully erect such structures on the location specified and as desired by Buyer. If Buyer fails to timely obtain and promptly provide to Seller any such permits or authorizations: (i) Buyer will fully indemnify Seller and shall hold Seller harmless for all fees, penalties, damages, costs, litigation expenses, and attorney’s fees incurred by Seller as a result and all warranties otherwise applicable to the structure will be void.

**Site Preparation and Indemnification.** Before installation of the structure, Buyer shall fully-prepare that site for installation. Among other things, such preparation includes making the site level, compacting and/or draining the soil as specified by the city, county, or other local or state governing body, clearly and fully-marking underground utilities, and performing all other desirable pre-installation improvements. If Buyer fails to perform any of these contractual duties, Seller may (i) declare this contract terminated and seek damages, (ii) delay installation or if already begun, may stop installation efforts until Buyer first remedies its defaults, (iii) move forward with installation even with non-ideal conditions, or (iv) hire a contractor to correct such barriers to installation at Buyer’s expense and require reimbursement of such costs prior to moving forward with any further installation efforts. Whatever option Seller chooses to do, Buyer assumes all liability arising out of or relating to its failure to timely perform these contractual obligations. Buyer agrees to fully indemnify Seller, its owners, employees and subcontractors for all increased business costs, fees, penalties, ordinance or code violations, court costs, damages, litigation expenses and attorney fees related to Buyer’s failures to fulfill its contractual or other legal obligations. **Seller is not obligated to do any pre-installation site preparations.** This is Buyer’s obligation.

**Scheduling Delivery and Installation.** Seller will make a good faith effort to deliver and begin installing the structure within \_\_\_\_\_ weeks of offer of purchase approval (Seller office approval). Seller will notify Buyer of its intent to deliver structure materials to the site at least 24 hours before actual delivery of materials. If Seller receives a written request from Buyer within seven (7) business days from Seller’s notice to Buyer of its acceptance of this offer that Buyer wishes to delay the delivery and installation of a structure, Seller may delay delivery of materials for up to sixty (60) calendar days. In no event will Seller be liable for any incidental or consequential damages resulting from delay in delivery or installation of a structure. And Seller will not be responsible for delay in anticipated delivery or installation dates caused by circumstances out of Sellers control (e.g., weather, accidents, lack of building permit, labor or material shortages, etc.). **In the event Buyer express to Seller that site soils are not rocky or frozen and, as a result, Seller brings ground anchors rather than rock anchors to the installation site, Buyer fully-assumes the risk of any damage to, theft of and all other loss of or harm to materials or to the structure occurring while Seller or Seller’s contractor is away from the site (which may be for one or more days) for the purpose of obtaining the correct anchors and Buyer agrees to pay an additional \$15 per rock anchor needed.**

**Change Orders.** No desired change in the structure is binding on Seller, unless approved in writing by Seller. The value of any work done at the request of Buyer and not specifically listed herein will be added to the total price and must be paid in advance of work being performed.

**Limitation on Liability.** SELLER’S LIABILITY FOR ANY BREACH OF CONTRACT OR WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE STRUCTURE IN SELLER’S SOLE DISCRETION. SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY STATED HEREIN. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGE TO ANY OTHER PROPERTY.

**Consensual Lien/Notice of Interest.** Buyer, by signing the front of this document and the bottom part of the same, hereby grants to Seller a contractual right to record a lien or notice of lien against the real property where the structure is planned to be, is being, or is already installed in an amount equal to the total price of this contract. Such consensual lien is not intended to be a mechanic’s lien.

**Warranty Work.** Buyer agrees that the existence of any repair or warranty work shall **NOT** be a basis for withholding payment to Seller.

**License to Re-enter.** Buyer hereby irrevocably grants Seller and its contractors a contractual right to enter upon the site where the structure and its materials are found, disassemble, remove, and thereafter retain possession of such materials in the event Buyer fails to make timely payment in-full to Seller. In such event, Buyer waives any claim it may have to trespass of any sort, including to land or to chattel.

**Payment.** Unless otherwise agreed in writing, all amounts are due upon delivery of materials to the site and before beginning installation. Any amount not paid when due is subject to a late fee of 1.5% of the balance due and an interest rate of 14.99% per month. Buyer agrees to pay all costs of collection, lien filing fees, litigation expenses, court costs and attorney fees incurred in Seller’s collection efforts. Buyer authorizes Seller to run Buyer’s credit card, debt card or other payment source for \$1.00 at the time Seller accepts Buyer’s offer or anytime thereafter to ensure availability of funds and payment method.

**Payment Methods.** All orders are C.O.D. payable by cashier’s check, money order, cash, Visa or MasterCard, (2.5 % of the balance will be added using any type of credit or debit card). All cashier’s check or money orders must be payable to **Quality Carports, Inc., High Quality Carports., or Quality Steel Buildings.** We do not accept personal checks nor business checks. Notwithstanding anything else to the contrary, if Buyer breaches of any of its contractual obligations herein contained, Seller may terminate this contract and apply Buyer’s deposit towards the total amount owed Seller.

**Excess Materials.** Until materials delivered are installed and become part of the structure, they remain the property of Seller. Any excess or unused materials remain the property of Seller which Seller may use or dispose of as it chooses.

**Waiver.** Any errors or omissions made during installation of a structure must be promptly reported to Seller and in no event after sixty 10 calendar days after the structure is substantially-installed. Buyer waives any claim it may have related to such errors or omissions not so reported. Seller will **NOT** install silicone around the base rail.

**Limited Warranty.** As to all structures, Seller warrants that its installation of the structure will be free of defects in workmanship. As to 12-gauge and 12-gauge certified structures, Seller warrants the framing material against rust-through for twenty (20) years from installation, provided Buyer has made reasonable efforts to care for, protect and maintain the structure. **Enclosed structures may have daylight through corners of building, to avoid any day light, insulation is recommended.** Notice: Mobile home anchors **cannot** be installed in rocky or hard pan soils. As such, where rocky soils exist, rock anchors may be used in place of the mobile home anchors. And Buyer is responsible to communicate to Seller whether site soils are rocky before delivery of materials to the site. If mobile home anchors are delivered to the site and are not installed due to rocky ground, Buyer **MUST** pay the cost of purchase. **During this time Buyer is liable for securing building until Seller returns to the site to install the rock anchors.** Any alterations to the structure by Buyer or by another at its direction other than proper maintenance will immediately void all warranties. Alternations include but are not limited to any interior or exterior modifications, running electricity or plumbing in the unit.

**Certified structure:** A certified carport or structure will be installed using engineered drawings. The cost of obtaining these drawings will be the full responsibility of Buyer and is above and in addition to the total structure or carport price, the drawings cost must be paid upfront.

**Standard (Non-certified) structure:** A standard carport or structure is not built according to engineered drawings and will **NOT** have corner braces at every post. These buildings also “do not have a peak welded brace” and are typically installed in areas that do not have a high snow load or that do not require building permits.

**Additional fees:** If the structure is to be built on any wall, dock or other base 12 inches or taller or installed over an existing structure, there will be an additional charge. Buildings 13’ height or taller requires a forklift on site to avoid additional fees, the rent of this equipment will be Buyer’s obligation. Any site improvements, leveling, light excavation, etc. performed by Seller or its contractors will be billed separately to Buyer and Buyer agrees to pay for such improvements prior to the completion of the job.

**Counterparts and Photocopies.** This agreement may be signed in multiple counterpart copies, each of which shall constitute an original, with the same force and effect as if each of the parties hereto has signed a single instrument. A photocopy or facsimile of such signed counterparts shall be deemed an original.

**Governing Law, Jurisdiction and Venue.** This agreement shall be governed *exclusively* by the laws of Utah without giving effect to any choice of law or conflict of law rules or appellate decisions of any state. Any lawsuit between the parties to this agreement shall be brought and maintained *exclusively* in the Fourth District Court of Utah or in the Central Division of the United States District Court for the District of Utah and the parties hereby submit to the jurisdiction of such courts.

**Severability.** If any one or more provisions of this agreement is unenforceable, the parties agree that the remaining provisions found herein will still be enforceable.

**Entire Agreement.** This Agreement constitutes the complete agreement of the parties and may only be modified by a written document signed by all parties hereto. All prior descriptions, representations, negotiations or agreements are merged herein and superseded hereby. Buyer is not relying upon any promise, representation or warranty not expressly stated herein.

I \_\_\_\_\_ hereby acknowledge that I have read and understood the Seller terms and conditions of this offer to purchase, and I agree to all of the terms and conditions above mentioned.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date

**Install Waiver Agreement and additional things you should know.**

(Quality Carports standard installation service is free of charge)

Please read carefully this important information:

- All installation services are at the home owner's risk. Any damages to the property, driveway, yard, sprinkler system, septic tanks, concrete sidewalks, asphalt, ETC., due to the weight of our vehicle and equipment will be at the homeowner's, or property owner's responsibility.
- When driveway or private road are not safe or big enough to enter, crews will park on the side of the road, and carry all material by hand to its designated spot. **If crew carries material 100' or more than 100'**, an additional fee will accrue at home owner expense. This fee must be paid before crew begins work.

**Inclement Weather Policy:**

In the event of severe weather our crews tend to run behind or are forced to shut down. In this case installation will continue the following day if weather permits. If we are unable to install due to weather, (muddy grounds, too much snow, high winds or closed roads) we will have to reschedule for a different date (could be weeks) and *"There will be no compensation, if we do not install due to weather"*

We are aware of the lead time that you have waited for installation on the carport/garage you purchased, and we will try everything that is in our power to get the building out to you in a timely manner.

**Existing Buildings**

Quality Carports will not be held responsible or accept liability for any existing buildings on Buyer's property. Unless manufactured by Quality Carports, Inc. In this case any repairs needed for existing buildings, Buyer is responsible to inform Quality Carports office.

**Things you should know.**

- If the Seller contractor arrive to the site, and the property assigned by the Buyer is not properly level and/or additions are to be made to the unit, a \$150.00 fee and any additional material costs will be added to the balance.
- 18" of free space around the designated construction area are required.
- Our ground rebar anchors (pin anchors) are temporary only. For permanent anchors or wind load certifications, proper anchors are required and available at additional cost, please ask your Dealer for more information.
- Construction contracts carry an implied obligation that neither party will interfere with the other, and that the owner will not interfere with the contractor's work, direction, work methods, or control.

NOTE: On all buildings "Frame is 1 ft. shorter than roof length on horizontal style buildings. Vertical buildings have no overhang and are 1 ft. shorter than horizontal structures"

By signing this documentation you are assuring you have read through it completely and accept all information given.

I \_\_\_\_\_ hereby grant permission for Quality Carports Crew's to access to my property.

\_\_\_\_\_  
Buyer Signature

\_\_\_\_\_  
Date