



1201 E. Mulberry Street • Fort Collins, CO 80524
Phone: (970)-221-0257 • Fax (970) 472-5044
www.rmstoragebarns.com

Terms of Agreement

Name:

Invoice #:

"Terms of Agreement" for all Gazebos, Pavilions, Pergolas, Cabanas, and Tea Houses Purchased through RMSB, Inc. This agreement is between the Customer named above, and Rocky Mountain Storage Barns, Inc., herein referred to as RMSB, Inc. RMSB, Inc. is a dealer for a supplier. I, the above said Customer, understand and agree to the following:

The standard pricing on gazebos, pavilions cabanas, and pergolas include the building description you will find in the current brochure online, or ask the sales office for the latest brochure on file.

Additional building options or customization from the minimum building features are available. These additions or changes must be itemized on the invoice. The Customer is responsible for reviewing the invoice to assure that all issues discussed have been documented

- 1) RMSB, Inc. is not responsible for obtaining any surveys, ILC's, satisfying any type of local homeowner covenants unless specified on the invoice numbered above, or anything required by the County or City to obtain the permit that is not detailed on the building plans and the invoice. Customer shall be responsible for any costs incurred due to required upgrades. RMSB, Inc. will obtain building permits required, for buildings over 200 sq. ft. unless customer desires otherwise. Building Plans are added costs. Permit & processing fees are added to the invoice balance. RMSB, Inc will not obtain building permits for structures that are already in construction or are fully constructed. The customer is responsible to pay permit fees, engineering, and setback certification fees even if the building department denies the permit for structure.
- 2) Any required ground anchors must be purchased separately; should RMSB, Inc. be hired to install the anchors, RMSB, Inc. reserves the right to cancel the anchor installation and refund the anchoring fee in the event of frost or rock, or any other obstruction that should hinder the installation of the anchors into ground.
- 3) Should the Customer cancel this order, there is a restocking fee of 50% of retail value on orders already under construction or on material already purchased. If construction has not yet begun, I am entitled to a refund of my deposit, minus any costs incurred by RMSB, Inc., Permit costs, and any of its supplier's or subcontractor's, costs up to the date of the cancellation.
- 4) RMSB, Inc. will do its best to expedite the erection/delivery of this building. However, should any unexpected delays occur, RMSB, Inc. cannot be held liable for compensation, but will work with the Customer to expedite the completion of this building. RMSB, Inc. cannot be held liable for acts of God.
- 5) All listed sizes are nominal and can vary a few inches, and are built according to the standard quality of supplier's models, unless stated otherwise on invoice.
- 6) It is the Customer's responsibility to have the building site level, and ready before the Driver/Installer arrives.
- 7) I, the Customer, must reschedule delivery in advance if I am not prepared
- 8) RMSB, Inc. charges \$50 per hour if the Driver/Installer must wait at the delivery site for me to finish preparing the site, and that I am responsible for incurred freight charges if he returns with the building or building materials due to the above; and that I am responsible for incurred freight charges if he must return with the structure/materials due to the above.
- 9) The Driver/Installer will not unload my building, and/or building materials on the day of delivery/installation unless he can establish phone contact with the Customer.
- 10) Neither RMSB, Inc, nor the Driver/Installer, nor any of its affiliates and subcontractors is responsible for damage to Lawns, Trees, Fences, Driveways, Sprinkler systems, Septic systems, Roads, et cetera, resulting from normal construction, and delivery procedures, unless the Driver/Installer accesses the site without the Customer's permission or does not follow Customer's directions.
- 11) Freight charges are relative to our sales lot, located at 1201 E. Mulberry Street, Fort Collins, CO and that RMSB, Inc. is not responsible for extra freight miles resulting from detours, road restrictions, et cetera.
- 12) The charge for freight is as follows: \$4.25 per loaded mile after the 1st 20 miles (1st 20 miles are free). Buildings over 12' wide building, may require a pilot car fee for when pre-built and delivered. Overhangs need to be counted in to determine delivery costs on structures built at shop and delivered to customer's site. Mountain/Foothills charges may apply at RMSB, Inc.'s discretion.
- 13) RMSB, Inc. nor any of its sub-Contractors will not be held liable for damage incurred to any appliances etc or to customer's electrical system due to normal use. If electricity is not available during construction, and generator fee of \$295 will apply.
- 14) RMSB, Inc. nor any of its subcontractors will not be held liable for damage to customer's electrical system
- 15) If a building permit is in process, should customer make any changes to this order after permit has been applied for, RMSB, Inc. will charge a fee of \$250.00 per instance plus any charges the County or City may charge. If order is cancelled due to Building Dept issues in any County or City or by customer's Home Owner's Association, or if order is cancelled before or after construction has begun, RMSB, Inc. will retain no less than \$500 and any costs incurred by RMSB, Inc., or any of its suppliers, subcontractors, architects, engineers, permit fees, permit processing fees, or any cost incurred up to cancellation of customer or denial by Building Dept. Please check with your local building department for your property requirements and setbacks before placing the order.
- 16) Should Customer fail to pay as agreed upon in this contract, Customer shall pay all collection, Court, litigation, attorney, or any other fees incurred, plus a late payment fee of \$90.00 and may be charged an interest rate of 2% per month on the balance.
- 17) "Payment in Full" is due upon delivery and/or completion of this building. The building remains the property of RMSB, Inc. and cannot be used by the customer until the balance on the invoice is paid in full. RMSB, Inc. reserves the right to use photos of this building for advertisement and marketing purposes.

To place an order a 50% deposit is required. Final payment is due upon completion of work sold by RMSB, Inc.

I understand and agree to the above terms: _____ Date: _____