



1201 E. Mulberry Street • Fort Collins, CO 80524

Phone: (970)-221-0257 • Fax (970) 472-5044

www.rmstoragebarns.com

## BLI Terms of Agreement

Name: \_\_\_\_\_

Invoice: \_\_\_\_\_

### “Terms of Agreement” for all RMSB Inc. structures contracted with BLI Rentals,

*This agreement is between the Customer named above, and Rocky Mountain Storage Barns, Inc., herein referred to as RMSB, Inc.*

*I, the above said Customer, understand and agree to the following: The standard pricing on all sheds include the minimum stated on 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 not obtain required. The customer is responsible to retrieve necessary approval from home owners association and obtain necessary building permits. The customer is responsible to pay permit fees, engineering, and setback certification fees even if the building department denies the permit for structure. RMSB, Inc requires a 2' of space around construction site, to deliver your shed.*
- 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, RMSB, Inc. is entitled to the first month's rent and the security deposit customer paid when placing the order through BLI Rentals, if building material has been purchased, and/or building is constructed.*
- 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 the display models, unless stated otherwise on invoice. Wood doors are not warrantied due to the weather and climate in this area. Fiberglass doors are available for additional fees.*
- 6. It is the Customer's responsibility to have the building site level, and ready before the Driver arrives. The Customer is also responsible to provide access by RMSB, Inc.'s truck & trailer, for removal of the building, in accordance to the term of the contract with BLI rentals. RMSB, Inc.'s driver will not remove fences or any other obstruction necessary for the shed to be removed from the property. This is the sole responsibility of the customer and shall be confirmed to BLI & RMSB, Inc. before removal date is scheduled.*
- 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.*
- 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, electrical 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. 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 per loaded mile after the 1st 20 miles (1st 20 miles are free). Additional fees may accrue for buildings over 12' wide building. Dept of transportation may require a pilot car depending on route. 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. If order is cancelled due to Building Department 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 then the security deposit and first month's rent, and any costs incurred by RMSB, Inc, and any of its suppliers, subcontractors, fuel costs, and time costs. Please check with your local building department for your property requirements and setbacks before placing the order.*
- 15. 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.*
- 16. To place an order, BLI Rentals requires first months' rent payment, along with a security deposit. Check with sales staff for contracts available with BLI Rentals. RMSB, Inc. reserves the right to use photos of this building for advertisement and marketing purposes.*

*I understand and agree to the above terms: \_\_\_\_\_ Date: \_\_\_\_\_*