



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

Swingset Terms of Agreement

Name:

Invoice #:

“Swingset Terms of Agreement” for RMSB Inc.

This agreement is between the Customer named above, and dealer Rocky Mountain Storage Barns, Inc., herein referred to as RMSB, Inc. for Swing Kingdom. I, the above said Customer, understand and agree to the following: The standard pricing on swing set products 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, engineering ILC's, building permits, site plans, and satisfying any type of local homeowner covenants unless specified on the invoice numbered above, or anything required by the building department at the County or City for customer 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 necessary building permits. RMSB, Inc. will provide customized building plans drawn to scale after a coop order is placed for customer to obtain required building permit. RMSB, Inc. will not provide drawings for structures that are already in construction or are fully constructed. The customer is responsible for permit fees, engineering, and setback certification fees.
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 purchased material. If construction has not yet begun, I am entitled to a refund of my deposit, minus any costs incurred by RMSB, Inc., 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 structure 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. All materials including scrap material, cut off pieces, trash, and pieces of material is the property of RMSB, Inc. and will be returned to the shop. Customer needs to call the office for approval of purchase on material. All wood doors are not warranted, due to the climate and weather patterns in this area. Fiberglass doors are available for additional costs.
6. It is the Customer's responsibility to have the building site flat and level, and ready before the Driver/Installer arrives. RMSB, Inc. requires a 2' of space around construction site, to setup/install your shed. RMSB, Inc. does not move structures into place after construction. It is the customer's responsibility to order a structure size that meets the onsite and delivery requirements.
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, Electrical 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, road construction, et cetera.
12. The charge for freight is as follows: \$100 drop charge plus \$4 a loaded mile. Buildings over 12' wide including overhangs, may require a pilot car fee for when structure is 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. If order is cancelled due to Building Dept. issues in any County or City or by customer's Home Owner's Association, 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,, 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.
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. "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: _____

www.RMStorageBarns.com