



The Carport Network
www.TheCarportNetwork.com

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CSR @TheCarportNetwork.com

Dealer Contact:

| | | | | |
|---|--|----|-------|--------|
| BUYER NAME | | | | DATE |
| ADDRESS | | | | |
| CITY | | ST | ZIP | COUNTY |
| PHONE | | | EMAIL | |
| Mobile-Phone | | | | |
| SITE ADDRESS (if different from above): | | | | |

| UNIT | W | L | Base Rail | LegH | ROOF PRICE | | PRICE BEFORE TAX | | |
|-------------|-----|--------------|--------------------|------|---------------|--|---|---------|--------|
| FRAME STYLE | | 14 Ga 2 1/2" | 12 Ga 2 1/4" | 2x3" | | | TAX | | |
| COLORS | TOP | | TRIM | | SIDES | | SUBTOTAL | | |
| ROOF STYLE | | STD | A-FRAME HORIZONTAL | | VERTICAL ROOF | | | DEPOSIT | |
| | | | | | | | PLANS FEE | | |
| | | | | | | | EQUIP FEE | | |
| | | | | | | | OTHER FEES | | |
| | | | | | | | OTHER PAYMENTS | | |
| | | | | | | | BALANCE DUE | | |
| | | | | | | | | | |
| | | | | | | | INVOICE NO. (For Office use only) | | |
| | | | | | | | Site Level | Y | N |
| | | | | | | | Electricity on Site | Y | N |
| | | | | | | | Installation on | Ground | Cement |
| | | | | | | | | Other | |
| | | | | | | | **3% fee will apply for all credit card transactions. | | |

NOTES

THINGS YOU SHOULD KNOW...

- 1) All sales are C.O.D. payment of balance in full, due at time of installation.
- 2) Height is measured from the ground to the sidewall not the peak. On Standard and A-Frame Horizontal models, the length measurement is for the roof and siding. (The base rail is 12 inches shorter than the roof and siding).
- 3) The customer is responsible for informing the installers of any underground cables, gas lines, or any other utility lines. We will not be responsible for any damages to unmarked or un-located utilities.
- 4) If there is a price discrepancy over \$20.00, the company reserves the right to cancel the order; if customer wishes to place the order on hold, the quoted price will only be honored for 30 days.
- 5) All quoted prices include installation on level ground at ground level only.
- 6) If any additions are made after the building is completed, there will be a \$100.00 return fee plus the cost of the addition.
- 7) If customer wants insurance on the building, it is customer's sole responsibility to secure coverage. We highly recommend that customers secure insurance coverage for the building.
- 8) It is the sole responsibility of the customer to check for permits or restrictions regarding installation of the product. Some state and local ordinances may require a foundation prior to installation. Our manufacturers do NOT install foundations and all costs associated with foundations shall be the sole responsibility of the purchaser. There will be a \$100 extra charge on any custom orders, non-refundable.
- 9) It is highly recommended that all ground, gravel or blacktop installation be securely fastened with mobile home anchors. In the case of installation on concrete, it is highly recommended that concrete anchors be utilized. Rebar anchors are designed for temporary use only. Neither Carport Network nor our manufacturers will be held responsible for any damage to the structure if the customer chooses to use only the rebar anchors provided with the carport and failure to utilize the proper anchoring method will void your warranty. The customer is responsible for patching and repairing blacktop after anchors are installed. **In some cases, it is not possible to install all of the mobile home anchors due to rocky or other ground conditions. In such cases, the manufacturer will reimburse the customer for the mobile home anchors that are not used but the customer will still be responsible for the full price of the building.**
- 10) Our manufacturers utilize a select group of factory-trained installers. The warranty will be void if the unit is installed by anyone other than manufacturer-approved contractors.
- 11) Your lot must be level or the unit will be installed "AS IS" on the lot. Additionally, it is the customer's sole responsibility for ensuring the installation area is adequately prepared/cleared for installation. There must be 2' of clearance surrounding the installation area, and the install area must be at least 10' away from electricity wires and poles. If, upon arrival, the installers find the lot in an unsuitable condition, a \$100 return trip surcharge will be added to the balance owed. Installers will not install under hazardous conditions.
- 12) If you are a tax-exempt purchaser, a copy of your tax exemption certificate must be attached to this original form.
- 13) The quoted price above does not include any extra tasks or requests by the customer. Any such additional tasks or requests will require a separate quotation and approval by the manufacturer.
- 14) All deliveries and installations require a signature from the person receiving the carport; this person must be over the age of 18 and must either be the buyer or have the expressed permission of the buyer to sign for the goods received.

BALANCES OWING: All unpaid balances must be paid in full at the time of installation. If balances due and owing are unpaid at the time of installation, you will be in default of this agreement and our manufacturers reserve the right to repossess the carport/garage and/or charge interest of 25% per annum or the maximum allowed by applicable state law, whichever is lower, on unpaid balances. If you choose to cancel the installation of the structure, the manufacturer is not responsible for returning your down payment. Upon cancellation, you will be required to contact your **TCN** Dealer regarding your deposit. If payment is not made within 2 weeks, the manufacturer has the customer's permission to repossess carport. Ownership remains with the manufacturer until paid in full.

ALL SPECIAL ORDERS REQUIRE A NON-REFUNDABLE 25% DOWN PAYMENT PRIOR TO THE COMMENCEMENT OF ANY WORK, DESIGN, OR FABRICATION.

This is a contract. By signing this, customer acknowledges and agrees with all of the above terms and the terms contained on the reverse side of this document. This contract is NOT final until review/approval by the manufacturer. Customer Service Will Contact You One To Two Days Before Delivery & Setup.

Customer Signature Dealer Signature
Any revisions or modifications MAY result in an additional charge.

Dealer Signature

Manufacturer Approval/Authorization: _____

NOTICE: SEE OTHER SIDE OF THIS DOCUMENT FOR ADDITIONAL TERMS AND CONDITIONS

Terms, Conditions, and Warranties

1. **Corrections:** **The Carport Network** shall have the right to correct any errors made by dealers concerning pricing, installation requirements or taxes.

2. **Products and Warranties:** **TCN** available products and applicable warranties adhere without limitation to the following:

A. Standard (non-certified) units: This unit is built according to **TCN** specifications and industry standards. Non-certified units are not eligible for snow load or wind ratings. All non-certified units come with a 30 day limited warranty, which protects against defects in manufacture or installation.

i. **The Standard Fourteen gauge (14g) unit** is our most popular style, constructed with 2 ½" square or 2" x 3" pre-galvanized tubing. Fourteen gauge (14g) does not carry a rust-through warranty, however a 30 day manufacturer's limited warranty does apply.

ii. **The Standard Twelve gauge (12 g) unit** is constructed of thicker, more rigid 2 ¼" pre-galvanized square tubing which gives peace of mind through higher tensile strength. Twelve gauge (12 g) units come with an additional 20 year warranty against rust-through of the framing.

B. Certified Units: Available in fourteen gauge (14 g) and twelve gauge (12 g) gauge, certified structures are backed by an engineer-approved blueprint. These structures are wind and snow load rated for compliance with local code and state regulations in your area. Certified units are covered by a 5 year limited warranty in accordance with your engineered blueprints beginning on your delivery date. Certified units require concrete footings which **TCN** does not provide or mobile home anchors at an additional cost.

C. Anchors: All units are secured with anchors which pass through the base rail of the frame and into the ground (or concrete or asphalt, etc.). As the base rail is only affixed to the ground with anchors, the buyer understands and agrees that he/she may experience water leakage underneath the base rail.

i. **Non-certified Units:** Non-certified units are anchored at every other post. Units are anchored with rebar or concrete anchors. Additional anchors may be purchased at an additional cost. Rebar anchors are 32" long, but may be shortened when installing on difficult terrain. Mobile home or post anchors are also available for uncertified units at an additional cost. There will be an additional charge for installation of mobile home or post anchors on asphalt.

ii. **Certified Units:** Certified units are anchored at every post, and require mobile home anchors for ground installations, and concrete anchors for cement installations. There will be an additional charge for installation of mobile home or post anchors on ground or asphalt.

3. **Notification:** Buyer is responsible for informing installers of any underground cables, gas lines, utility hazards, or other relevant matters prior to commencement of installation. **TCN nor the Manufacturer** will not be held liable for damages done to submerged lines, pipes, cables, or other utility instrumentalities during installation.

4. **Permitting:** Buyer shall be solely responsible for and shall obtain, any necessary City or County permits prior to commencement of installation. **TCN** will not be held liable for any City or County ordinance violations resulting from installation.

5. **Payment Terms:**

A. Down Payment: Buyer shall pay the dealer with a down payment equal to 10% or 12% percent of the purchase price at the time of sale. Buyer shall not pay dealer an amount exceeding the down payment. In the event the buyer pays the dealer an amount exceeding the down payment, the buyer does so at his/her own risk, understanding that he/she is contractually obligated to remit payment of the remaining 90% or 88% percent of the purchase price as set forth below:

B. Balance: On orders over \$7500.00, 50% of the balance will be due upon scheduling. Buyer shall pay the remaining balance to the installation crew on the date of installation. Payment may be made by cash, credit, or checks made payable to **The Manufacturer**.

C. Excessive Down Payment: If the buyer pays more than the required down payment amount at the time of the sale, **TCN** must receive these funds from the dealer prior to installation.

D. Refunds: In the event buyer cancels the order, buyer shall receive no refund of their down payment. In addition, there shall be absolutely no refunds on special orders.

E. Restock Fee: There will be a 20% restocking fee on all special order Custom items on structures over \$7500.00 if there is a cancellation after the final scheduling has taken place.

6. **Lot Leveling and Clearance:** Lot must be leveled prior to installation or installation may be postponed and return trip fees and additional labor charges will apply. **If the customer requests that the installation be made on a site which has not been leveled, or if there is not two feet (2') of clearance completely around the installation area, the unit will be installed "as-is" and any and all warranties will be void and TCN will not be responsible for immediate or subsequent damage to persons or property.** The installation area **must** be at least 10' away from electrical wires and poles. All hazards and underground utilities **must** be tagged prior to installation.

7. **Buyer Alterations:** If buyer alters the unit in any manner, including without limitation any interior or exterior modifications, all warranties shall be immediately void. If buyers choose to run electricity or plumbing to the unit, work must be performed by a licensed contractor or all warranties will be void.

8. **Dig Fee:** Buyer will pay an additional "labor charge" of no less than two hundred and seventy-five dollars (\$275.00), payable to **TCN** if installers are required to dig, cut frame to level, carry materials further than a reasonable distance, or install on any wall or dock.

9. **Service Charge for Addition:** Buyer will pay a minimum service charge of two hundred (\$200.00), payable to **TCN**, if installers must return to install an addition to an existing unit.

10. **Damages:** **TCN** will not be liable to buyer for punitive, indirect, incidental, special, or consequential damages resulting from any defect or deficiencies in accepted terms. For more specific terms, please contact an **TCN** Representative.

11. **Scheduling Changes and Delays:** **TCN** is not responsible for changes in scheduling or delivery or for delays caused by circumstances outside of **TCN** control, including but not limited to inclement weather, accidents, or unexpected extended installation times for previous clients. Our installation crews reserve the right to decline to install in conditions they consider unsafe.

12. **Claims:** This agreement shall be interpreted and construed according to and governed by the laws of the State of Texas. Each of the parties hereto waives any defense of inconvenience forum to the maintenance of any action or proceeding so brought and waives any bond, surety of other security that might be required of the other party with respect thereto. The parties hereto: (i) Consent to submit to the personal jurisdiction of the County of Harris, in the State of Texas in any action or proceeding arising out of or relating to this agreement, and (ii) Agree that all claims in respect of such action or proceeding may be heard and determined in Harris County Court, in the State of Texas, and (iii) Agree that they shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any court, and (iv) Agree not to bring any action or proceeding arising out of or relating to this agreement in any other court.

Exclusive Agreement: The parties agree that this agreement is the complete and exclusive statement of the agreement between parties, and supersedes all prior written or oral communications, representations, and agreements relating to the subject matter of this agreement. The terms of this agreement, save and except for the price term in the event of a pricing error/change order, may be modified or amended only by a written instrument executed by the parties hereto.

Signature

Date

REV: 10.03.16 TX