

**Dreams Carports I, Inc.**  
488 W. 2000 S. #7 Orem, UT 84058 • 84663 877-670-7678  
Terms & Conditions



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**IF ACCEPTED BY Dreams Carports I, Inc., DBA Dreams Carports & Buildings, this offer by Buyer will become a contract between Buyer and Dreams Carports I, Inc. 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 Dreams Carports I, Inc. ("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, 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, or in any other way intended to provide notice of acceptance to Buyer. You should not be paying the Dealer any more than 10% of the total price. Call Seller at 877-670-7678 if you believe the Dealer is asking for more than 10% of the total price. In no event will Dreams Carports I, Inc. be responsible to refund deposits collected by Dealer.

**Cancellation of Contract.** At any time prior to full-installation of the structure, Seller reserves the right to cancel this contract by notifying Buyer of its decision and by refunding to Buyer all monies received by Seller.

**Building Permits and Landowner Authorization.** 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 Buyer's first submission of plans to the city, county or other governing body and before delivery of materials to the site where installation is to occur, Buyer shall provide Seller with evidence of its ownership of the land whereon installation is to occur, written notice of the precise location on the property where the building is to be installed, and the direction it should face. Before installation of the structure, Buyer shall also 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 after Buyer provides Seller with all necessary permits and authorizations to lawfully install the structure. 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 Seller's control (e.g., weather, accidents, lack of building permit, labor or material shortages, etc.). **In the event Buyer represents 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 \$10 per rock anchor needed. Change Orders.** No desired change in the structure or its specifications 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, 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% of the balance due and an interest rate of 1.499% 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.

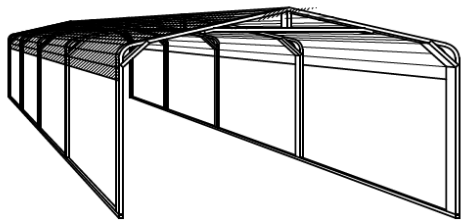
**Payment Methods.** All orders are C.O.D. payable by cashier's check, money order, cash, Visa or MasterCard, (2.5 % of the balance will be added using any type of credit or debit card). All cashier's check or money orders must be payable to Dreams Carports I, Inc., or Dreams Carports and Buildings.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

**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 ten (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. Enclosed structures may have daylight through corners of building, to avoid any day light, insulation is recommended. Buildings that are enclosed do intend to have condensation, insulation is also recommended to avoid.

**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 and roofing material against wholes formed by rust-through for twenty (20) years from installation, provided Buyer has made reasonable efforts to care for, protect and maintain the structure. Buyer may upgrade to 26 Gauge paneling with a 40yr Warranty. 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 obtaining a building permit and 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, delivery and installation of rock anchors. 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.

Continued ...



## Dreams Carports I, Inc.

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Terms & Conditions

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**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. **NOTE: ENGINEER DRAWINGS ARE NON- REFUNDABLE IF AND WHEN THEY HAVE ALREADY BEEN ORDERED THROUGH THE ENGINEER.**

**Standard (Non-certified) structure:** A standard carport or structure is not built according to engineered drawings and will not have braces at every post. These buildings do not have a peak 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. Any site improvements, leveling, excavating, draining, retaining, etc. performed by Seller or its contractors will be billed separately to Buyer and Buyer agrees to pay for such improvements. Buyer must be aware that if install location is more than 100' away from where the crew must unload their will be an additional fee. Buildings that have paneling on side must have 18" around the building area to be able to enclose. If 18" is not available extra labor may be done with an additional fee.

**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.

***By signing below buyer is agreeing to Dreams Carports I, Inc Term and Conditions.***

***Upon signing, buyer understands and accepts any potential liability to these terms and forfeit all rights to bring a suit against Dreams Carports I, Inc. for any reason regarding such.***

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Printed Full Name

*(Should Match "Buyer Name" on Purchase Order)*

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Signature

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Date

**With Dreams Carports & Buildings, You Dream it... We Build It!!**  
**Dreams Carports I, Inc. 488 W. 2000 S. #7 Orem, UT 84058 877-670-7678**  
**Buyer's Offer to Purchase**