



210 Airport Rd. Mt. Airy, NC 27030
 Toll: 800.579.8589 Fax: 336.719.2091
 Order submittal to orders@eaglecarports.com



AUTHORIZED DEALER

Dealer ID _____
 Dealer Name _____
 Phone Number _____
 Order Date _____

CUSTOMER INFORMATION

Name _____
 Install Address _____
 City _____ State _____ Zip Code _____
 County _____ Email _____
 Cell # _____ Phone # _____

BUILDING INFO	SIZE	COLOR	ANCHORING & RATING
ROOF STYLE	_____ X _____ X _____ WIDTH FRAME HEIGHT LENGTH	ROOF	INSTALLATION SURFACE
BUILDING TYPE		SIDES/ENDS	GROUND ANCHOR <input type="checkbox"/> YES <input type="checkbox"/> NO
FRAMING GAUGE <input type="checkbox"/> 14 Ga. <input type="checkbox"/> 12 Ga.		TRIM	WIND/SNOW RATING

LOT MUST BE LEVEL, NO MORE THAN 3" OFF-LEVEL, AND CLEAR OF OBSTACLES OR UNIT MAY NOT BE INSTALLED

Customers may incur extra labor fees if additional labor is required to install unit because of un-level surfaces, or for building over obstacles. Furthermore, inability of installation due to before mentioned circumstances could result in restocking fee.	READY FOR INSTALLATION? <input type="checkbox"/> YES <input type="checkbox"/> NO	IS YOUR SURFACE LEVEL <input type="checkbox"/> YES <input type="checkbox"/> NO
	NOTE: FRAME IS 1FT. SHORTER THAN ROOF LENGTH	ELECTRICITY AVAILABLE? <input type="checkbox"/> YES <input type="checkbox"/> NO

QTY	DESCRIPTION	PRICE	RENT TO OWN PERIOD
			<input type="checkbox"/> 24 MO <input type="checkbox"/> 36 MO <input type="checkbox"/> 48 MO <input type="checkbox"/> 60 MO
			SUBTOTAL
			TAX + _____%
			SECURITY DEPOSIT _____%
			Purchase Reserve
			<i>Made payable to Eagle Carports, Inc. before approval</i>
			RTO TOTAL
			LOSS DAMAGE WAIVER <input type="checkbox"/> YES, I accept <input type="checkbox"/> NO, I decline
			LABOR FEES PAID AT TIME OF INSTALLATION
			SEE CONTRACT FOR MONTHLY PAYMENT

PURCHASER AGREEMENT (See reverse side for terms and conditions) No Card Fee: CO, KS, OK, TX

Eagle Carports, Inc. reserves the right to correct any balance/pricing errors. Eagle Carports, Inc. holds the right to repossess any buildings not paid in full upon installation. A labor charge will be added for any additional labor such as cutting posts to level carports, building over objects such as RV's & moving materials to remote locations, etc... Customer is responsible for pulling permits. Customer understands that all building frames are 1' shorter than roof lengths.

By signing this agreement, customer understands and agrees with all terms and conditions found on both the front and back of this document.

Customer Signature: _____ Date: _____

With customer present at time of installation, customer will sign below to signify acceptance of unit as installed.

Customer Signature: _____ Date: _____

Office Use:

CREDIT CARD MONEY ORDER
 CASHIER'S CHECK OTHER

Installer Signature: _____

Notes

PURCHASER AGREEMENT

Prices, Payment and Risk of Loss

a.) Prices contained in Seller's published price lists, if any, are subject to change without notice. Prices in individual written quotations or proposals are firm only for a period of (30) days from the date of the quotation after which Buyer should inquire of Seller as to their validity and request a written confirmation or revision. Prices do not include taxes. Buyer agrees to pay all applicable sales or other taxes levied with respect to Goods (and replacements) in the Agreement, unless exempt therefrom. All prices are in United States dollars. Buyer shall pay all government fees levied on the installation and inspection of the Goods. Buyer shall pay upon receipt of all invoices rendered by Seller for any such items Seller may pay and for the Goods.

b.) Eagle Carports, Inc. reserves the right to update or change any pricing discrepancies made by dealer.

c.) Seller may unilaterally increase prices to cover increased costs (plus reasonable overhead and profit) of design, materials, and manufacturing required by changes requested by Buyer after the date of any quotation. An additional labor charge will be added to orders for buildings being installed over RVs, Campers, Large Obstacles, Retaining Walls, Docks, Decks, Over Fences, etc.

d.) Customer expressly agrees that the carport/garage/barn/etc.. shall remain property of Eagle Carports, Inc. until payment is made in full.

e.) Eagle Carports, Inc. hereby retains a purchase money security interest in said building as set forth in Section 9 of the Uniform Commercial Code as enacted in the state where building is being installed. Failure to pay will result in repossession of unit. This does not relieve the customer from liability for specific performance of the contract including legal fees and court costs, at the sellers expense.

f.) Balance due to be paid in FULL at time of completion of building, to Eagle Carports, Inc. by Cashiers-check, Money Order, Visa, Master Card, American Express, or Discover Card. NO PERSONAL CHECKS OR COMPANY CHECKS will be accepted.

g.) Eagle Carports holds the right to make any exceptions to the above clause If payment is made in check and the check is returned NSF, Buyer will be responsible for additional expenses incurred by Seller as a result of the returned check. Seller reserves the right to change additional fees as allowed by law for checks returned NSF. These fees include a \$35 service charge.

h.) Eagle Carports, Inc. will not be responsible for down payment refunds. The independent dealer will have this responsibility if a refund is legally due.

i.) Eagle Carports, Inc. reserves the right to cancel any order at anytime.

j.) A restock fee of 5% or \$150 will be added for customer cancellations within 72 hours of installation date. Restock fees will also be applicable to unprepared and unlevel sites.

Delivery. Shipping and installation dated are estimated based on Seller's present engineering and manufacturing capacity and scheduling, and may be revised by Seller upon receipt or scheduling of Buyer's order. All shipping dates are approximate and shall be computed from the date of entry of the order on Seller's books. All shipping orders or acceptance, letter of credit, down payment, and other conditions as specified in the Agreement, and of all drawings, information and approvals necessary to provide the Goods and to grant any credit proposed in the Agreement. Delivery dates may be rescheduled due to bad weather conditions, installer running behind, accidents, etc. Buyer agrees to give Seller up to 3 installation attempts to deliver said product.

Workmanship Warranty. All buildings have a 90 day workmanship warranty effective upon day of installation (manufactured panels are warranted for 20 years assuming regular care and maintenance, - installation workmanship is warranted for 90 days - vertical roofs are warranted for 20 years). Any installation concern must be reported within 30 days beginning the date of installation. Eagle Carports, Inc. is not liable for any damages as a result of any inclement weather. Unlevel lots, and customer modifications will void said warranty.

a.) Eagle Carports, Inc. strongly recommends buildings with frame lengths longer than 30 foot to be vertical roofs to avoid possible leaks and or rust in between seams. Buildings purchased with a frame length of 31 foot or longer that do not have vertical roofs will forfeit the 20 year limited warranty on paneling except in states that allow delivery of seamless 36 foot paneling.

b.) Base Price reflects only roof & framing; sides, ends, etc.... are optional features. Frames on all buildings are 1 foot shorter than roof length. Roofs have

6" overhang on front and back. Frame lengths are as follows: 21'=20' Frame, 26'=25' Frame, and so on. Cement pad to match frame length.

Customer Responsible for Locating Underground Utilities.

It is the responsibility of the customer to provide the factory approved independent contractor installers with the location of any underground cables, gas lines, or other utilities. This may include contacting the utility company to request that the locations of the underground utilities be marked. Eagle Carports, Inc. is not responsible for any damage caused to underground utilities. Customer agrees to indemnify and hold harmless Eagle Carports, Inc. from any liability and costs, including attorney fees, for such damages. Customer is responsible for obtaining building permits as needed for installation.

Warranty Disclaimer. There are no warranties which extend beyond the description on the face hereof. The warranties in this agreement are in lieu of all other warranties express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. Buyer must have original copy of this document at time of claim.

Limitation on Liability. In no event will seller be liable to buyer and/or any third parties for any incidental damages. Consequential damages, special damages, exemplary damages or labor charges, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. Buyer must have original copy of this document at time of claim.

Warranty Limited to Original Purchaser. This warranty extends only to the original purchaser of the product warranted by this document. Buyer must have original copy of this document at time of claim. Said warranty does not extend to transferee owners of the product.

Exclusions and Limitations. Eagle Carports, Inc. does not warrant any products not installed and anchored by a factory-approved installer utilizing a factory approved anchoring system. Installation by anyone other than a factory approved installer utilizing a factory approved system will VOID your warranty. Damages from improper anchoring, strong winds, snow or ice are not considered defects. Eagle Carports, Inc. does not warrant or guarantee any product in snow or ice to prevent collapse. Eagle Carports, Inc. does not warrant any temporary anchoring systems (e.g. rebar) utilized by the customer, nor shall Eagle Carports, Inc. be in any way responsible for damage caused by the use of such temporary anchoring systems. Additionally, Eagle Carports, Inc. does not warrant any damages caused to product resulting from or a.er movement of the structure from the original installation point.

Modification of Structure Voids Warranty. Any modification, addition, deletion, substitution, etc. to the structure without express written design approval by Eagle Carports, Inc. will VOID all warranties. Our products are designed and specifically engineered to provide superior performance as manufactured. Any changes to the design by the Buyer could compromise the structural integrity of the unit.

Claims Procedure.

a.) Eagle Carports, Inc. must have a reasonable opportunity to inspect the claim and not begin any repairs prior to said inspection or the terms of the warranty could be voided. Eagle Carports, Inc. holds the right to require proof (e.g. photos), if needed, via e-mail or mail before writing up any repairs and/or claim.

b.) Any claims beyond this document involving litigation or arbitration will be disputed in the Surry County District Court.

I have read and completely understand the above terms and give my approval of installation of the unit as described on the front page of this document. ALL TERMS ABOVE AGREED TO BY CUSTOMER.

CUSTOMER SIGNATURE:_____ DATE:___

RENTAL PAYMENT DUE DATE: _____ day of each succeeding month. Payments can be made the 5th, 10th, 15th, 20th and 25th if monthly payment is desired. Payments will be made on the 1st and 15th if semi-monthly payment is desired. **BANK DRAFT:** If you want the payment drafted from your bank account, our Heartland Representative will collect the proper information when they make the welcome call.

If Liability Damage Waiver (LDW) is accepted, LDW is 10.00 % of the _____ payment after taxes. Lessor is then responsible for the repair of the unusable damaged leased property due from a Natural Disaster event, which includes: lightning, fire, tornado, earthquake, high winds, and tree damage(except flooding). Lessor will be responsible for the remainder owed on leased property if it is unrepairable. For damage to, or loss of property due to fire, Lessee must supply Lessor with a copy of an official report evidencing fire.

TOTAL COST. If Renter chooses to purchase the leased property by rent to own, Renter, by making the monthly rental payments on time, will renew this lease each month for _____ for 24, 36, 48 or 60 consecutive months = _____ (Total payments). This Total carport/building Cost includes all cost included in the initial payment but does not include other charges Renter may incur such as late fees, default cost, pickup or reinstatement fees. These charges are addressed elsewhere in this Agreement.

EARLY PURCHASE OPTION: If Renter wishes to purchase the leased property early, Renter may do so at any time by paying _____% of the remaining cost calculated at the time of the sale (the contract agreement balance) plus any tax and other fees if applicable. Renter must be current on all Agreement obligations to exercise the Early Purchase Option. ****All North Carolina Residents refer to North Carolina Residents Addendum. (24 months=60%, 36 months= 55%, 48 months = 45%, 60 months = 40%)**

SECURITY DEPOSIT: Deposit amount paid to the dealer will be refunded if the contract goes full term and renter meets all agreement terms. Security deposit shall be held by Lessor as security for the performance of all terms herein including, but not limited to, any late payment or redelivery charge. Such deposit (or part thereof that has not been applied to remedy default(s) of Renter) shall be refunded, without interest, only on the expiration of the term of this rental agreement or early payoff, if all the Renter's obligations herein have been performed or discharged, Renter has not been late on payments more than 2 times, and Renter acquires ownership of the Property . Lessor reserves the right to use the proceeds of the security deposits to remedy any breach by you of the terms of this Lease. In the event of such application of funds, Renter may be required to restore the security deposit to the original amount. If renter returns unit for any reason, no deposit will be refunded.

OTHER CHARGES	
In-house Collection/Trip Charge +applicable sales tax	Up to \$300.00*
Reinstatement/Late Fee + applicable sales tax. Max five (5) day grace period.	Up to \$15.00*
Non-Sufficient Funds Fee	Up to \$50.00*

These fees are and must be reasonable to the work performed. All charges default to state specific RTO statues.

Renter: _____ D.O.B.: _____
 Social Security #: _____ D.L. #: _____
 Address: _____
 City: _____ State: _____ Zip Code: _____ County: _____
 Email: _____ Day Phone: _____ Evening Phone: _____
 Co-Renter: _____ D.O.B.: _____
 Social Security #: _____ D.L. #: _____
 Email: _____ Day Phone: _____ Evening Phone: _____

I am the Home/Land Owner where the unit is being installed.
 I am the Renter where the unit is being installed **.(Waiver Required)**

Signature

REQUIRED REFERENCES

Reference #1	Reference #2
Name: _____	Name: _____
Phone: _____	Phone: _____

DELIVERY ADDRESS VERIFICATION: _____

CITY: _____ STATE: _____ ZIP: _____ COUNTY _____

RENTER DOES NOT OWN THE LEASED PROPERTY. RENTER DOES NOT HAVE ANY OWNERSHIP RIGHTS IN THE LEASED PROPERTY UNTIL RENTER HAS MADE THE NUMBER OF PAYMENTS INDICATED HEREIN.

RISK OF LOSS: If the leased property is lost, stolen, damaged or destroyed, the Renter is responsible for the leased property at the fair market value shown above.

MAINTENANCE AND WARRANTY: Renter is responsible for maintaining the leased property in good condition, fair wear and tear expected while it is in Renter's possession. If a necessary repair is related to manufacturer, you must contact us and request such repairs. If Renter obtains ownership of the leased property, Lessor will transfer any available unexpired manufacturer's warranty.

TERMINATION: Renter may terminate this Agreement, without penalty, at any time, by voluntarily surrendering the leased property to Lessor in good repair. If Renter terminates, Renter will owe any past due rental payments. Renter agrees to remove any personal belongings from the lease property upon termination, whether such is caused by Renter's default or lapse of time, Renter agrees that any personal property not removed will be deemed abandoned and will become property of Lessor without any payment to Renter. Lessor may also choose to remove Renter's personal property and store it at Renter's risk and expense.

REINSTATEMENT: If this Lease expires, Renter can reinstate it without losing any rights or options previously acquired by making all rental and other payments due within five (5) days of the renewal date. Or, if Renter returns the property to Lessor within this time, then Renter will have thirty (30) days from the date of return to reinstate by paying all payments due.

ALTERATIONS & ADDITIONS TO RENTAL PROPERTY: Renter shall not permit the leased property to be altered by the addition of equipment and accessories or the placing of signs thereon and shall not permit the leased property to be tied to or otherwise affixed to any real estate (such as another building or a permanent foundation) in such a manner that the same cannot be removed without damage to the leased property. Leased storage property is not intended for human occupancy.

INSPECTION/REPOSSESSION: Lessor shall have the right to inspect the rented property at all reasonable times. Lessor shall have the right to lawfully remove the property in the event of non-payment and/or default under this contract. This Agreement constitutes written permission for Lessor to enter upon your property to take any reasonable means necessary to recover the leased property in the event of Renter's default, provided same can be done without breaking the peace.

ASSIGNMENT: Renter may not sell, mortgage, pawn, pledge, encumber, dispose of the property or move it from the delivery location without Lessor's prior written consent. If Renter does so, Renter will have breached this Lease and Lessor will have the immediate right to take possession of the property. Lessor may sell, transfer or assign this Lease without notice to Renter. Renter may not assign any rights under this Agreement to any third party without Lessor's written consent which shall not be unreasonably withheld.

LOCATION OF PROPERTY: The leased property shall be kept at the address to which it is delivered. It shall not be moved from that address without Lessor's prior written consent, which shall not be unreasonably withheld. The leased property may only be moved by carriers pre-authorized by Lessor in writing. There is a charge to move the leased property.

Renter's account must be paid up to date and in good standing, in order to relocate the leased property to another location or it will be taken back to the local authorized dealer. Any unauthorized relocation of the lease property shall constitute a breach of this Lease, theft of leased property, and entitle Lessor to declare the Lease terminated and begin legal proceedings to repossess the leased property. Renter will be liable for any damage to the leased property. If the leased property cannot be recovered, Renter will be liable for the fair market value as described herein.

TITLE, MAINTENANCE AND TAXES: Renter is responsible for any and all real estate and personal property taxes. Lessor retains title to the leased property at all times and will pay any sales taxes which might be levied upon the property. Renter does not own the property unless Renter buys it or acquires ownership as provided by the terms of this Lease. Renter must maintain the leased property in good repair and working order as long as Renter has possession of property.

OUR LIABILITY: Notwithstanding anything contained in this lease to the contrary, Lessor shall not be liable to Renter or to any other person, firm or corporation by reason of the loss of, damage to or destruction of any contents contained from time to time in the leased property, unless such loss, damage or destruction is due to Lessor's negligence or the negligence of our agents, servants or employees. Whether or not such loss, damage, or destruction of the property kept in the leased premises is due to Lessor's negligence or that of Lessor's agents, servants, and employees or otherwise, Lessor's liability shall not exceed the value of the building in question as indicated in this lease. In this regard, or Renter warrant's and guarantees to Lessor that no property in excess of said limit of liability shall be placed in or stored in the leased property other than at Renter's sole peril.

Terms in which Renter would be required to pay Lessor full cash value of Leased Property:

- A. At any time during the length of this agreement, if it is determined that Renter falsified information to secure the Lease including but not limited to the owning of the physical on which the Leased Property is installed the Renter will be liable for full cash value of the Leased Property to be paid in full to the Lessor.
- B. If it is determined that Renter has not secured the appropriate certificates, permits, licenses, and/or authorization from the local HOA, utility company, city, county, state, and/or any other institute that may govern the placement of the installed Leased Property as a consequence prompts the necessity for the Lessor to remove the Leased Property from the physical property the Renter will be liable for full cash value of the Leased Property to be paid in full to the Lessor.

RENTER _____ CO-RENTER: _____

NOTICE TO INTERESTED PARTIES: Notice is hereby given to any holder of this instrument or any interest therein that to the extent this instrument may be deemed to be a consumer lease agreement, the rights of such holder, if any, are subject to all claims and defenses which the debtor could assert against the seller of the goods and services obtained pursuant thereto, but with recovery by the debtor being limited to the amount paid by the debtor hereunder.

OUR RIGHTS TO TAKE POSSESSION: If Renter does not renew this lease, Lessor shall have the right to take possession of the lease property. If Renter does not allow Lessor to do so, Renter agrees to pay Lessor's costs incurred in taking possession of the property including reasonable attorney's fees and court costs. By signing this Agreement, Renter authorizes any person having an interest in the real property upon which the leased property is placed including but not limited to, Landlords, Owners and Co-Renters, the right to enter said property of assisting Lessor in repossessing the lease property.

COST OF ENFORCING THIS AGREEMENT: In the event Lessor incurs cost or expenses in retrieving the leased property or otherwise enforcing the terms of this Agreement because of Renter's breach thereof, Lessor shall recover from Renter all the cost and expenses by reason thereof, including, but not limited to, driver trip fees, electricians, plumbers, laborers, Lessor's reasonable attorney's fees, and court cost. More specifically, if Renter defaults under the terms of this Agreement and Lessor proceeds to retrieve the leased property, and Renter then pays the amount in arrears after Lessor has made the trip to retrieve the leased property, then renter shall pay Lessor, in addition to the payments in arrears, the sum of \$300.00 plus sales tax as reimbursement of said expenses.

BANKRUPTCY NOTIFICATIONS: Should Renter file bankruptcy, Renter's attorney must be advised that this Lease/Rental Agreement meets the requirements of the laws of the state of Rental-Purchase Agreement Act and shall govern this contract in all respects. Renter agrees to submit to the jurisdiction of the county where the leased property is located or where the lease agreement was signed. Therefore, Renter will be required to either assume or reject this lease. The true and proper placement of Renter's debt to Lessor is as an "unexpired lease/executory contract." The leased property is not considered to be a personal asset, personal property, secured property or secured asset of renter. Any listing of such could compel Lessor to file for relief of automatic stay in order to recover the leased property.

CONDITION OF THE PROPERTY: Lessor and renter agree that Renter has examined the leased property, knows its condition and has agreed to lease the property in "as is" condition and that Lessor has made no representations, warranties, or promise of any kind or nature, either expressed or implied, as to the condition, quality, suitability, or fitness of purpose of the leased property.

CHANGES TO THIS AGREEMENT: This Agreement sets forth the parties entire agreement and may NOT be changed except in writing signed by both parties.

SERVERABILITY CLAUSE: Every provision of this Lease is intended to be severable. If any term or provisions is illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of the Lease.

CLASS ACTION WAIVER: All Claims arising out of/or relating to this Lease must be brought in an individual capacity and not as a plaintiff or class member in any purported class or represented pleading.

DISPUTES AND ARBITRATION: If a dispute arises under this agreement, the parties will initially attempt to resolve the dispute through friendly consultation. If the dispute is not resolved within a reasonable period, either party may bring suit against the other in a civil court having authority to hear replevin actions with the limitations that matter(s) with potential damages over \$20,000.00 must be submitted to binding arbitration governed by the federal Arbitration Act.

PERMITTED COMMUNICATION WITH RENTER: Renter agrees that Lessor or its agents including debt collectors may contact Renter regarding this Agreement/account at any number Renter provides to Lessor. If Renter provides Lessor with a cell phone number, Renter agrees that Lessor may contact Renter using that number and may also contact Renter via text messaging, regardless of whether Renter is charged by his or her service provider for the text or call. Renter agrees to be contacted via automatic dialing and pre-recorded message system.

90 DAYS SAC *Exclusive to Eagle Carports Inc. Customers*: If renter wishes to purchase the leased property using 90 days SAC, renter may do so within 90 days starting at the date of installation. Renter must be current on all agreement obligations, including payment of late fees, reinstatement fees, origination fees and other charges that may apply, to exercise the 90 days SAC option.

***North Carolina Residents Addendum**:** According to North Carolina statute, a "balloon" payment is required as the final payment on all contracts. This final payment will be calculated as 11% of the cash price at the time of sale. This payment structure is applied to all term lengths.

RENTER _____ CO-RENTER: _____

OFFICE USE

"ASSIGNMENT"

As evidenced by the signature below, Lessor hereby sells and assigned to _____ its successor and assigns, all rights, title and interest it has in this Agreement. Lessor gives assignee full power, either in its own name or in Lessor's name, to take all legal and other action which Lessor could have taken in its own right under this Agreement.

ASSIGNEE: _____ LESSOR: _____

BY: _____