

# SERVICE AGREEMENT

This service agreement (the "Agreement") dated \_\_\_\_\_ is between \_\_\_\_\_, herein referred to as "Customer" and Z Man Carports LLC, herein referred to as "Z Man Carports".

Z Man Carports has agreed to provide services to the Customer on the terms and conditions set out in this agreement, while Customer is of the opinion that Z Man Carports has the proper and necessary qualifications, experience, and abilities to provide services to Customer.

Therefore, in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Z Man Carports agree as follows:

## 1. Installation Schedule.

- a. Z Man Carports will contact the customer between 2 to 5 days before the installation of the unit.
- b. The installer of Z Man Carports will provide the customer with an estimated time of arrival.
- c. So long as the customer has sufficiently identified to Z Man Carports the location of the install site by either, markers or a verbal description to Z Man Carports Installers on the day of installation, the customer does not need to be present during the process of installation, but requested to be there after building is installed for final payment.
- d. Z Man can hold the unit(s) for up to three months before installation needs to be complete. If Unit is kept longer than the three months Z Man Carports can obtain the right to charge a holdings fee of \$200 per month till unit is scheduled out for delivery.
- e. If the delivery/install time or date set by Z Man Carports installers is not convenient to the customer, the customer acknowledges that this can lead to a potential delay in installation.
- f. Unforeseen issues such as inclement weather or other Acts of God may delay the installations original estimated install date and it is the customers understanding that Z Man Carports is not responsible for these delays.
- g. Units measuring at 32'-60' require a site visit by Z Man Carports before any installation can be scheduled.
- h. Z Man Carports will only be responsible for the structural unit and its components (doors, windows, latches, roll up doors) provided by Z Man Carports. Any third party components can be installed by Z man Carports installer but will NOT be held responsible if Components leak or improper functionality occur after they have been installed.

**2. Terms of Payment.** Upon the purchase of a unit(s) with Z Man Carports, customers are

responsible for:

- a. Paying the authorized dealer at the corresponding deposit amount that both Z Man Carports and the Independent dealer have agreed upon based on revenue size of the retail (before taxes) purchase price. This amount is applied to customers ending balance,
- b. Customers shall not pay any authorized dealer of Z Man Carports an amount exceeding the above-mentioned deposit.
- c. Customers shall pay the remaining balance owed to the Z Man Carport installer on the date of installation, if the customer is not present once the building has been installed. Installer will notify the main office and the office will coordinate with the customer to obtain final payment. IF CUSTOMER REFUSES TO PAY FINAL BALANCE, AFTER BOTH INSTALLER AND OFFICE HAVE TRIED TO COLLECT THERE WILL BE A MECHANIC'S LIEN PLACED UNTIL FINAL PAYMENT IS MADE.
- d. Payment may be made by check, cash or money order form to the Z Man Carport Installer. To pay by credit card, call the office to process your payment (903)833-2323. All credit card transactions have a processing fee between 3.5% and 5%.
- e. In the event the customer cancels the order after the 48 hour grace period, the customer shall receive no refund on the down payment with the authorized dealer. In addition, the dealer will be required to transfer over the deposit dollar amount to Z Man Carports to offset material cost ordered for the unit purchased.
- f. Customer will pay an additional "labor charge" of nothing less than \$50.00 if installers are required to dig, cut frame to level, carry material further than a reasonable distance, or install on any wall or dock,
- g. Customer will pay a service charge of 50.00 if installers must return to install an addition to an existing unit,
- h. Upon a written denial from the city or county for the request of a building permit, there will be a full refund to the customer once the customer has submitted to Z Man Carports that denial. The customer understands that the denial pertains to the city/county denying the engineering specs or building model and no additional groundwork and or additional property renovation required to accept the building,
- i. Z Man Carports requires a 50% down payment on all orders \$15,000 and larger upon the scheduling of your unit for installation. The collection of this money will take place when the customer is contacted by Z Man Carports to confirm the date of installation, at that time Z Man Carports will collect 50% of the remaining balance.
- j. If customer request to change in colors after the 48 hour grace period there will be a 10% upcharge fee from retail price. The fee will be to offset the cost of the initial material purchased before the change. Note colors on 3D programm or on pictures might slightly vary in shade. Z Man carports will not be liable for differentiation of colors picked by customer.
- h. Z Man Carports obtains the right to make proper adjustments to order if improper pricing error or tax error is made. If customer and Z Man Carports do not come to an agreement on price adjustment Z Man Carports has the right to refuse service even after agreement is signed and dealer will return deposit amount placed to customer. Dealers will not be liable to refund credit card fees reflecting the deposit amount placed.

**3. Customer responsibility for installation of all units.** It is the responsibility of the Customer to perform the following before services can be rendered.

- a. Customer is responsible for informing Z Man Carports of any underground cables, gas lines, utility hazards or relevant matters.
- b. Customer is responsible to prepare the area where the installation is to take place before the arrival of any materials and the installation crew.
  - i. Preparing the area includes:

- 1. ensuring the site is level
- 2. ensuring the site is free of obstacles
- 3. ensuring there is a 3-foot clearance around the installation site for working room
- 4. the installation site cannot be within 3 feet of any existing structure
- 5. there must be a 3-inch slope off the leveled area of installation
- 6. the installation area can include either dirt, gravel, decking, asphalt, or concrete
- 7. if the customer has running water and electricity at the installation site, the customer agrees to allow Z Man Carports installers access to such. If there is no running water or electricity at the installation site, it is customers responsibility to notify Z Man Carports so generators can be provided.

- ii. If the installation area is not properly leveled to Z Man Carports specifications, the customer will be responsible for additional costs for any material or labor to install the building.

- iii. If the installation area is not property leveled to Z Man Carports specifications, the customer will incur a 5% charge of the retail price of the building for the return trip of the installation of the building.

- iii. Customer is responsible for providing a skytrack or boom lift for all units over the height of 14 feet or any commercial building no matter the height of commercial buildings.

**4. Installation of Certified Buildings.** A certified building is requested if you live in a location where a permit is required for building.

**a. Certified Building Specifications.** Designed by a highly trained engineer. They use your local building codes and requirements to give you a strong structure. The buildings are meant to withstand strong winds, rain, hail, and snow to protect you and your valuables. When the engineer comes up with a blueprint for your building, usually it will be designed on a concrete slab, which must meet special requirements.

- i. The concrete must be inspected to make sure it is wide enough, per requirements.

- ii. The engineer will verify anchor location, brace placement, and screw patterns within the prints.

- iii. Concrete slab installations require anchors to be mounted in the corners of the foundation to ensure better stability.
- iv. If the building is to be installed on the ground, then mobile home anchors are used. Mobile home anchors are stronger and provide more stability for the foundation than regular anchors.
- v. Constructed with 14-Gauge metal tubing and 29-Gauge metal sheet metal (can be upgraded to 12-gauge tubing and 26-gauge sheet metal). Buildings are anchored down in between every uprise with a sequence of galvanized screws and braces.
- vi. All plans obtained by Z Man Carports will be charged with a document fee depending on what type of plans are needed will vary in price.

**b. Customer Responsibility for Certified Buildings.** If you are having a certified building installed it is you, the customers, responsibility to do the following:

- i. Obtain any necessary city or county permits prior to the commencement of installation,
- ii. Enter a contract with a cement company before Z Man Carports' engineer begins the blueprints,
- iii. Ensuring any need for electricity or plumbing is installed for the need of the installation of the building,
- iv. It is generally best to ensure you have all electrical/plumbing installed before the pouring of the concrete foundation,
- v. Customers requesting a commercial building must provide Z Man Carports installers with a forklift capable of reaching 10 feet above the building height. There will be a site inspection required before installation in this circumstance.

**5. Installation of Non Certified Buildings.** A non-certified building is allowed if you live in a location where a permit is not required for building.

**a. Non Certified Building Specifications.** Designed per industry standards, but not designed by professional engineers.

- i. Installed by experienced installers and fine crafted by Z Man Carports owners' specifications.
- ii. Do not have specific snow or wind load ratings.
- iii. Can handle standard snow, rain, hail, and wind to protect your valuables from damage just like certified metal buildings.
- iv. Are not rated by an engineer to withstand extreme weather conditions (tornadoes, hurricanes, etc.).
- v. Constructed with a 14-gauge metal tubing and a 29-gauge sheet metal.
- vi. Are anchored down every 10ft with standard anchors at approx. 3 ft deep with a standard sequence of galvanized screws and braces
- vii. Not required to have a concrete slab.

**6. Limited Warranty.** Workmanship should be free of defects for the first 90 days after installation on all components provided by Z Man Carports.

**a. Limited 10 Year Rust Through Warranty on the Following:**

- i. All 14 gauge material and 29 gauge sheet metal
- b. Limited 20 Year Rust Through Warranty on the Following:**
  - i. 12-gauge steel frame buildings
  - ii. 26-gauge sheet metal
  - iii. Commercial buildings wider than 30 feet
  - iv. All certified buildings
- c. The above listed Warranties in Sections 5(a) and 5(b) do NOT include the following:**
  - i. Maintenance, normal wear or damage beyond the manufacturer’s control.
  - ii. Any modifications or abuse of the building shall void such limited warranties.
  - iii. If any chemical agents, fumes, liquids, contact with soils, ashes, fertilizers or other moisture retaining substances.
  - iv. Failure to remove debris and/or failure to provide free drainage of water including internal condensation from all surfaces of the product.
  - v. Deterioration of the sheet metal caused by contact with green or wet timber or treated pine.
  - vi. Installations subject to unusually corrosive environments at any time in the future, storm and tempest, or other acts of God.
  - vii. If lot or area of the installation is not properly leveled and the building is to be installed “as is” any warranty will be void.

**7. Integration.** This agreement contains the entire agreement and understanding by and between the Customer and Z Man Carports and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

**8. Arbitration Agreement.** This agreement and the performance under this Agreement and all suits and special proceedings under this Agreement, are to be construed in accordance with and governed by the laws of the State of Texas and subject to the exclusive jurisdiction of the federal and state courts located in Van Zandt County, Texas.

**9. Severability.** The provisions of this agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

**IN WITNESS WHEREOF**, each of the Parties has executed this Contract, both Parties by its duly authorized officer, as of the day and year set forth below.

\_\_\_\_\_  
**Z MAN CARPORTS LLC DATE**

\_\_\_\_\_  
**CUSTOMER DATE**