



STABLE SYSTEMS

QUALITY
WOOD BARNs, SHOPS & GARAGES

Office: 360.264.8200 Fax: 360.264.4800

Post Office Box 477, Tenino, WA 98589

www.StableSystemsInc.com

Stable Systems Inc. Sales Agreement

Additional charges: Explained

Additional charges will be charged for items that are unknown at time of sale. For example your county will charge for your building permit and we will add that amount to your sale. On your estimate or invoice items that additional charges apply to will be noted as "TO BE DETERMINED", this applies only to items not noted as a fixed price. We will determine and inform the customer of the additional costs as they become known during construction. Also if you order any additional work we will add the charge for that work to your itemized estimate and final statement. We also charge extra for anything that we are not normally required to do in order to complete our work or for circumstances beyond our control such as natural disasters or incidents beyond our control. In such a case we would discuss the situation with the customer before proceeding. If you need any additional clarification on these charges please do not hesitate to ask.

Construction Time:

We schedule customers by the date they are issued a building permit. We will call and notify you of your permit being issued and tell you how many permits (customers) are scheduled before you. Or if no permits are needed for your work you will be scheduled immediately. We estimate your completion date will be 40 days after county issues permits. You may ask for a guaranteed completion date after your permit is issued however there is a charge for this and it will be noted on your invoice.

Quality and Workmanship

Our customer can expect Stable Systems, Inc. to provide quality professional workmanship on all items. Quality is to match pictures of previous work or actual previous work presented by Stable Systems, Inc.. When a Stable Systems, Inc. crew shows up on your job site you can expect that we will perform in a workman like manner until your job is completed, our general practice is to not start another job until yours is complete.

Customer Responsibilities

- To start your work we will need you to sign and return the original or our copy of the sales agreement with all pages of this estimate and drawings signed, along with your "payment one" and a copy of your site plan with location of building shown.
- To mail or make payments on time: According to price and payment information page
- To Understand Additional Charges or Change orders: These will be added to your original invoice and will be billed with your statement at the end of the Job. Usually the only additional charges are Gravel, or permit fees. Other additional charges are usually something the customer adds or changes. Sometimes the building department may require some items in our buildings that we have not included. In a case like this we always discuss the charges with the customer. In other words there will be no additional charges that are not made clear and evident to the Customer.
- To approve or show building location and placement: It is the Customers responsibility to show us where the building should be located and any special orientation instructions. We also expect the owner to make sure we are within the required setbacks from property lines or improvements. Some properties have not been surveyed. Fences are often used, however, these are not always in the right place. We suggest adding some distance to setbacks when possible or consult with a surveyor for surety.
- To understand being on site and safety: When we are on site we are there to do work. We like our customers and enjoy talking to them. However, it is important that we do our job. Communication should be limited. Owners should stay at a safe distance from any workers, work activity or equipment. Please, avoid slowing down crews or stopping the work. However, please feel free to ask your job foreman any questions or to monitor the work as you wish.

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Customer Responsibilities Continued:

- To have Site Prepared correctly (if being done by others): It is the owner’s responsibility to get the site within 2in of level. (Unless, we have included excavation.) If the site is out of grade 2 or more inches we will purchase gravel and use this to level the site plus charge a \$60 fee per load for working the gravel plus a fee to finish leveling site before completion. Ideally the site will be level for the building size with adequate working area around perimeter with a gradual slope down and away in all directions.
- To give free Access: We require open access to the site. We will need to bring heavy trucks and equipment. Driveways and fields will be protected within reason. However, some sites may have damage from work or heavy trucks. We do not intend to replace or repair any access problems with out a charge. If you foresee any access problems please bring it to our attention.
- To have water to site: We will need a garden hose with nozzle for concrete tools or other equipment or to water site prior to pouring concrete slabs in dry conditions or to clean trucks or equipment before leaving site. If there is no water on site we have a standard charge of \$60 dollars for your job.
- To have adequate Power to site: We require Power to site that can run commercial skill saws and a 2hp compressor at the same time. (Typically a 30amp outlet will work.) If there is no power available we will charge 35 dollars per 8 hours/day to provide fuel and generator power.
- Other Contractors and other work on site: We expect to have free access and site control during construction. There should be no other contractors or workers on or near our site during construction with out our approval. If we have to work around other contractors or workers, there will be a charge. Electrical work can be accomplished after the building is built. Some plumbing may need to be done during construction. Any plumbing or rough in work needed should be noted on your estimate. Do not schedule any other contractors without consulting us first.
- To specify the roofing material to be used: The owner will need to provide a roofing color. Colors will be offered from standard Pabco brand samples, if a nonstandard color or brand is required for matching or is requested there may be a charge. You can choose your roofing color by asking for samples or by Going to www.WashingtonCedar.com or www.pabcoroofing.paccoast.com for standard samples. Buildings come standard with 3 tab shingles. Many are upgraded to architectural/laminated composition shingles.
- To understand Materials and cleanup: We bring or order extra materials. We will take the left over material it is not part of the sales agreement. We will do a general cleanup of the site neatly bagging non-burnable trash, banding, and roofing scraps. The burnable scraps we are not taking will be piled. Most owners use or burn the scraps we do not take. If you would like these hauled off there will be a fee. There will be lost or bent nails on the ground, we make an effort to pick up most of the nails, we recommend owners rent a magnet on wheels to collect nails after the job is completed. Or we can rent a magnet or metal detector and go over the site for a fee.
- To understand what is included: All items included will be on your estimate or invoice and also there corresponding charges for those items. All items should be noted as correct in quantity and have a detailed description of what that specific item includes. Please check your estimate to ensure we have included all items you wish to have included. Any item without a charge will be noted as, “No Charge”. Stable Systems can not be expected to include any item for free unless specifically noted by us.

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Customer Responsibilities Continued:

- In the event that there is a problem with an item on your job you will not be charged for that item until the item is corrected. The building shell is one item and all items beyond that are individual items. The customer will be responsible for paying for all items that are correct at the end of your project. In other words if there were a problem with a portion of the job the customer is not responsible for paying for that item until the problem is resolved yet this does not mean the customer can withhold payment for the entire job.
- Problem Resolutions: The customer is responsible for contacting Stable Systems, Inc. immediately if there is a problem. The customer is responsible for working toward a resolution directly with Stable Systems. Likewise Stable Systems is responsible for working toward satisfying all customers. The customer agrees that Stable Systems, Inc. has the, "right to fix" any problems within a reasonable time period. Also the customer and company both agree to binding arbitration to further resolve a problem if one should arise. We have an outstanding record of not being involved in any type of legal action or unresolved complaints and we wish to keep it that way.
- Security: We hold the owner responsible for protecting the materials from theft. Should materials be taken from the site we will charge the owner for the lost material. If you do not live on your site or are concerned with security we suggest you consult with your insurance agent about a home owner policy to cover this. Also you will want to contact your insurance agent about insuring the building. If you would like us to provide the necessary security or insurance we will but, there will be a charge. If you have any reason to question the security on your site or you do not feel comfortable being responsible for the materials please, let us know.
- To understand Paint, Stain, Gutters and Caulking if needed. Normally a building will be painted as soon after completion as possible for protection from the weather. Once the painting has been done you will want to have gutters put on to protect the sides of the building. We will paint or stain your building and install gutters, please call for prices or to have us add this to your job. We will ask you to specify products and colors. Most buildings do not require caulking. Caulking is not included unless noted on your estimate/invoice.
- Beginning use of building: The customer agrees not use or move into the building until they have accepted it and paid Stable Systems, Inc. for the work and county and state inspectors have completed all inspections.
- Inspections and Stages of Job: Stable systems will ensure all inspections are performed and passed at typical inspection stages unless noted otherwise. The customer agrees to monitor progress and it will be assumed that if the inspectors approve our work the customer accepts the work as well. If final inspection is delayed or not passed due to fault of Stable Systems, Inc. we expect customers to withhold no more than 10 percent of final payment until final Inspection is passed. We will also perform our own final inspection and walk thru and we will assume customers also approve unless a concern is brought to our attention.
- Warranty and Maintenance: Stable Systems has a one year warranty on construction to meet industry standards. Customer accepts this agreement and would like to accept it without changes.

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N.) Lien Notice: In accordance with Washington law, RCW 18.27.114, the Owner understands the following 18.27.114

“Notice to Customer”

This Contractor is registered with the state of Washington, registration number STABLI053R2, and has posted with the state a bond of \$12,000 for the purpose of satisfying claims against the contractor for breach of contract including negligent or improper work in the contractor’s business. The expiration of the contractor’s registration is 2/14/10.

THIS BOND OR DEPOSIT MIGHT NOT BE SUFFICIENT TO COVER A CLAIM THAT MIGHT ARISE FROM THE WORK DONE UNDER YOUR CONTRACT.

This bond or deposit is not for your exclusive use because it covers all work performed by this contractor. The bond or deposit is intended to pay valid claims up to \$12,000 that you and other customers , suppliers, subcontractors, or taxing authorities may have.

FOR GREATER PROTECTION YOU MAY WITHHOLD A PERCENTAGE OF YOUR CONTRACT.

You may withhold a contractually defined percentage of your construction contract as retainage for a stated period of time to provide protection to you and help insure that your project will be completed as required by your contract.

YOUR PROPERTY MAY BE LIENED

If a supplier of materials used in your construction project or an employee or subcontractor of your contractor or subcontractors is not paid, your property may be liened to force payment and you could pay twice for the same work.

FOR ADDITIONAL PROTECTION, YOU MAY REQUEST THE CONTRACTOR TO PROVIDE YOU WITH THE ORIGINAL “LIEN RELEASE” DOCUMENTS FROM EACH SUPPLIER OR SUBCONTRACTOR ON YOUR PROJECT.

The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the state “Department of Labor and Industries”.

In addition, the Contractor provided the owner with the information required by RCW 60.04.250 (Information on Lien Laws Provided by Washington’s Department of Labor and Industries).

Customers Printed name: _____

Customer Signature: _____ Date: _____