

CONTRACT FOR PURCHASE OF BUILDING FROM SHERMAN LUMBER, INC.

SHERMAN LUMBER, INC.

THIS CONTRACT, made in duplicate, and entered into on August 17, 2017, by and between **SHERMAN LUMBER, INC.**, of the City of MORA and the State of MINNESOTA, hereinafter known as the **SELLER**, and

Richard Nigon
501 Main St N 100 Mn 55082
Stillwater

Home Phone- _____
Work Phone- _____
Cell Phone- (612) 275-4546

hereinafter known as **BUYER(s)**. This building is to be erected in the City or Township of _____ in _____ County, in the State of Mn. The **BUYER(s)** and **SELLER** hereby agree to the building

description as follows:

Size of Building: W- 30 x L- 48 x ceiling height: 10 ft
Footing Depth: 5 ' Pad Size: 20 " or: _____
Poles: 3-ply 2x6 lam **Girts:** 2x4 1650 MSR **Purlins:** 2x4 1650 MSR 24 "O.C.
Truss Loads: 42 4 7 **Truss Spacing:** 8.00 ft o.c. **Roof Pitch:** 4 /12

Overhangs:	Gable 1: <u>24 Inch Boxed Overhang</u> Gable 2: <u>24 Inch Boxed Overhang</u> Eave 1: <u>24 Inch Boxed Overhang</u> Eave 2: <u>24 Inch Boxed Overhang</u>	Overhead Door(s) : (Opening is 2" narrower and 2" shorter than door) <u>1</u> <u>8x8</u> _____ _____ _____
Wainscoting:	Gable 1: <u>36</u> Gable 2: <u>36</u> Eave 1: <u>36</u> Eave 2: <u>36</u>	Roof Steel: <u>Screwed</u> Wall Steel: <u>Screwed</u> Ridge: <u>Polycarbonate</u> Closure: <u>Vent Mesh</u>
Service Doors:	<u>1</u> - <u>36 Inch Steel Frame</u> <u>LH</u>	Windows / Others: _____ _____ _____
Sliding Doors:	Split Sliders:	<u>3</u> - <u>3030v</u> <u>2</u> - <u>36-Cup</u> _____ _____
Notes:		Building Colors: Roof: <u>Frst Green (26)</u> Walls: <u>Taupe (74)</u> Trim: <u>Frst Green (26)</u> Overhead Doors: <u>Sandstone</u> Sliding Doors: <u>Taupe (74)</u> Service Door: <u>Clay</u> Windows: <u>Clay</u> Wainscot: <u>Frst Green (26)</u> Soffit: <u>Frst Green (26)</u>

Wainscoting to continue through the sliding door

Buyer(s) _____ Initial
 _____ Initial

Bid Number
3.082208394

24" boxed overhangs all sides

10'

10'

10'

Richard Nigon
30x48x10' ceiling

Eave Poles: 8.00 ft o.c.

Trusses: 8.00 ft o.c.

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Bid # 3.082208394

Buyer(s) _____ Initial
Initial

3030v

8x8 overhead door

3030v

AJ5100 LH

3030v

10x10 sliding door

10'

10'

If bid is signed and accepted, the BUYER(s) promises to pay to the order of SHERMAN LUMBER, INC. for the total of Materials, Tax, and Labor the sum of \$23,591.22 Terms: Down Payment \$2000/ \$10,000 due 30 days prior to build Balance on completion

All building designs and prices are **subject to local building codes.**

This bid does NOT include excavation, finish grading or site touch-up.

This bid does NOT include removal of waste material.

The SELLER assumes that this building is being supplied for private storage space only unless otherwise noted on this contract.

The BUYER(s) will be issued a lien waiver and certificate of "Right to Occupy" from the SELLER after receipt of full and final payment.

If materials are to be delivered, BUYER(s) is responsible for providing adequate site conditions to make such deliveries. BUYER(s) will not hold the SELLER or its agents responsible for damage resulting from deliveries made to sites with inadequate conditions.

PLEASE TAKE NOTICE:

“(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.”

COLLECTIONS AND INTEREST. It is specifically understood and agreed between the parties hereto that in event of a dispute over any of the terms, conditions, or clauses contained herein the Minnesota District Courts shall have full and exclusive jurisdiction over the matter. Buyer agrees that if SELLER shall prevail in an action against BUYER, BUYER shall be responsible for any and all collection costs including reasonable attorney fees incurred by SELLER in pursuing such an action. This shall be considered as the SELLER'S timely notice.

BUYER'S RIGHT TO CANCEL. You are entering into a transaction which may result in a lien, mortgage, or other security interests in your home. You have a legal right under federal law to cancel this transaction, if you desire to do so, without any penalty or obligation, within three business days from the date of signing. If you so cancel the transaction, any lien, mortgage, or other security interest in your property arising from this transaction is automatically void. You are also entitled to receive a refund of any down payment or other consideration if you cancel. If you decide to cancel this transaction, you may do so by notifying Sherman Lumber, Inc. not later than midnight of the third business day after the signing date.

ENTIRE AGREEMENT. This is the entire agreement between the parties hereto relating to the subject matter hereof, and there are no other agreements, representations, statements, promises, warranties, or consideration, neither express nor implied, other than those expressly set forth herein. In entering into this agreement, neither party has relied upon or been induced by any oral representations made or any information given by the other party.

CHANGE ORDERS. The contracting parties must agree upon any deviation from the contract documents. The signature of one of the BUYER(s) or their agent shall be deemed sufficient acceptance of the changes in the construction plans and specifications. All change orders will be priced at time and materials with materials and subcontractors billed at cost plus 25%. Labor will be billed at \$50 per man hour and \$50 per equipment hour. Change orders not paid in full at signing will be assessed a \$100 administration fee.

The BUYER(s) are responsible for acquiring insurance against fire, wind damage, theft and vandalism prior to the building materials being delivered. Post frame construction is often conducted in harsh conditions and component manufacturers do not consider minor scratches, dents, etc. as defects. Therefore, the BUYER(s) will not hold the SELLER responsible for the same.

The following nine (9) lines apply to buildings to be erected by SELLER.

The BUYER(s) are responsible for site preparation and acquiring a building permit prior to the construction of the building. If these requirements are not fulfilled, there may be extensive delays and additional charges in the building process.

The SELLER can not anticipate soil conditions (rocks, buried concrete, stumps, water etc.). This bid price includes a digging time of 10 minutes per hole. Overages for digging time will be charged at the rate of \$250 per hour for equipment time and labor.

BUYER(s) will not hold SELLER responsible for unknown inadequate soil or other conditions for the construction of this building.

Use and/or modification of the building is prohibited prior to issuance of certificate of "Right To Occupy".

SELLER is a sub-contractor of the BUYER(s). SELLER assumes no responsibility for other sub-contractor(s) workmanship or material(s) performance.

EXAMPLE: If BUYER(s) chooses to have a concrete floor installed in, around, or under the building, it is the BUYER(s) responsibility to ensure that the concrete floor does not interfere with the performance of the building. This responsibility applies to all building modifications and alterations.

BUYER(s) SIGNATURE:

Dated: _____

SELLER:

Dated: 8/17/2017 Price good for 30 days.

Sherman Verification Sheet

Supplier _____

Building Size 30 x 48

Job Name Richard Nigon

Requested Delivery Date: _____

Steel Profile Metal Sales Classic Rib 29 ga G60

NOTES:

Roof Steel
 Panel Color Frst Green (26)
 Ridge Color Polycarbonate
 Roof Corner Color Frst Green (26)

Wainscoting through sliding door

Wall Steel
 Panel Color Taupe (74)
 Wall Corner Color Frst Green (26)
 Base Trim Color Frst Green (26)
 Eave Trim Color Frst Green (26)
 Soffit Color Frst Green (26)
 Fascia Trim Color Frst Green (26)
 F & J Starter Color Frst Green (26)

Wainscoting
 Panel Color Frst Green (26)
 Transition Trim Color Taupe (74)
 Wainscoting Corners Frst Green (26)

Most Of The Trim
Frst Green (26)

Overhead Door(s)
 Panel / PVC Color Sandstone
 Trim Color Frst Green (26)

Sliding Doors
 Panel Color Taupe (74)
 Trim Color Frst Green (26)
 Rail Color White

Other
 J-Channel Frst Green (26)
 Window Color Clay
 Service Door Color Clay

Cupolas
 Roof Color Frst Green (26)
 Wall Color Taupe (74)
 Base Color Frst Green (26)
 Weather Vane Style Black Buck

5100	LH

Contract: ok
 Verification Sheet: ok
 Pole Layout: ok
 Cross Section: ok
 Truss Spec. Sheet: ok
 Customer Name & Address: ok

Mailing Address: 501 Main St N 100
 City: Stillwater
 State: Mn
 Zip: 55082

Signature: _____
 Date: _____

Site Address: 20514 326th Ave
 City: Isle
 State: Mn
 Zip: 56342
 County: Aitkin