



ORDER01453199

ORDER NUMBER01453199

JDE ORDER NUMBER--

DATEJune 20, 2026

CUSTOMERNate Hedin  
nh144@hotmail.com  
(405) 269-2489

SHIPPING ADDRESS6525 Ropers Pt  
Colorado Springs, CO 80908

SALES LOCATIONCOLORADO SPRINGS | #080 |  
719-635-8833

STORE/FACTORYCOLORADO SPRINGS | #080 |  
719-635-8833

PREPARED BYStephen Ford  
sford@tuffshed.com  
(719) 216-7216

SCHEDULED DATEPending

SERIAL NUMBERPending

| DESCRIPTION                       | PRICE       | QTY   | DISCOUNT | TOTAL       |
|-----------------------------------|-------------|-------|----------|-------------|
| Premier Pro Custom                | \$17,500.00 | 1     | \$0.00   | \$17,500.00 |
| Engineering - Shed Up to 200 sqft | \$1.25      | 256   | \$64.00  | \$256.00    |
| Estimated Concrete Cost           | \$1.00      | 9,790 | \$0.00   | \$9,790.00  |
| Permit Fees - Standalone          | \$0.00      | 1     | \$0.00   | \$0.00      |

SUBTOTAL\$27,610.00

DISCOUNT\$64.00

ESTIMATED TAX\$0.00

TOTAL\$27,546.00

AMOUNT DUE\$27,546.00

AMOUNT PAID\$0.00

AMOUNT SCHEDULED\$0.00

Signed by:  
  
BD942E487F7749A...

CUSTOMER SIGNATURE

DATE6/21/2026

TUFF SHED INC BY: Stephen Ford

\* Rules and limitations apply. Contact your nearest Tuff Shed retail sales location at 1-800-289-8833 with questions.  
Prices shown above show base building price and standard upgrades. Additional fees may apply, including charges for taxes, permits, engineering fees, delivery and leveling.

# Home Improvement Contract

## (Colorado)

### 1. **Description of the Project**

1.1. Tuff Shed agrees to complete the Work as described in the Sales Order placed by Buyer for the Contract Price identified in the Sales Order.

### 2. **Payment Schedule, Changes, and Late Fees**

#### 2.1. Payment Schedule:

2.1.1. Check, Credit or Debit Cards, or Unaffiliated Third-Party Financing: Upon execution of this agreement, Buyer shall pay 50% of the total Contract Price. After the execution of this Agreement, Tuff Shed orders the materials for the Project, consults with the Buyer regarding site preparation, and assists the Buyer with any permitting issues (if applicable) and begins any necessary design work. On the Scheduling Date, the Buyer must pay another 40% of the Contract Price. The Scheduling Date is the date when the Installation Date is selected. The date of the actual Installation is called the Installation Date. As of the Scheduling Date, Tuff Shed begins the preparation to manufacture a kit that conforms to the Buyer's preferences for model type, upgrade selections, colors, and other features specifically manufactured for that Buyer. Finally, after installation, Tuff Shed shall collect the final payment of any remaining balance of the Contract Price. The final payment process is described in further detail below. Buyer may, at Buyer's choice, pay the entire amount of the Contract Price upon purchase if Buyer acknowledges that full payment is Buyer's preference.

At the time of the execution of this Agreement, Tuff Shed will obtain a form of payment for the down payment. Buyer consents to future payments that will be made in accordance with the progress schedule above. If a credit or debit card is used, Buyer will authorize future charges when the milestones in the payment schedule are met. If another form of payment is used, Buyer agrees that Buyer will ensure that payments are executed when due in accordance with the schedule of progress payments.

2.1.2. Financing Through a Tuff Shed Contracted Financing Company: For a Project that is financed through a Tuff Shed contracted financing company, Buyer is required to provide Tuff Shed with a 10% down payment. Buyer must truthfully and accurately complete the financing documentation with the third-party financing company. A Buyer's breach of the financing documents is considered a breach of this Contract. Within seven days after the completion of the Project, Buyer must return the required

documentation acknowledging that the Project is complete. Buyer cannot refuse to sign the documentation if the Project has been delivered. If Buyer has a concern regarding the quality of the Project or the installation, Buyer must immediately contact Tuff Shed to address Buyer's concern in accordance with Paragraph 9.9.

- 2.1.3. Rent to Own: For Projects that are acquired through a Rent to Own process, Buyer shall be referred to a third-party to complete a Rent to Own application. Buyer must truthfully and accurately complete the Rent to Own documentation with the third-party company. A Buyer's breach of the Rent to Own documents is considered a breach of this Contract. Rent to Own customers acknowledge that some of the features of the Project may be different to accommodate the potential need for the Project to be retrieved. Within seven days after the completion of the Project, Buyer must return the required documentation acknowledging that the Project is complete. Buyer cannot refuse to sign the documentation if the Project has been delivered. If Buyer has a concern regarding the quality of the Project or the installation, Buyer must immediately contact Tuff Shed to address Buyer's concern in accordance with Paragraph 9.9.
- 2.2. While cancellation is rare, Tuff Shed reserves the right to cancel the Project prior to installation for any reason. When the start date for a Project is delayed more than 180 days for any reason including any of the causes set forth in Section 5.1, or if the scope of the project has changed, Tuff Shed may cancel the order or re-quote a price for the Project, and such new price, if any, shall be binding on Buyer only if Buyer agrees to accept the new price in writing prior to Tuff Shed commencing work. In the event the order is canceled by Tuff Shed, Tuff Shed shall refund the Buyer in full.
- 2.3. If Buyer provides any additional instructions, requests, alterations, or Drawings, Tuff Shed shall have the right to issue a Change Order to reflect those changes. If an act or omission of Buyer or any representative of Buyer, or any agency of government, issues a new tariff or otherwise increases costs to Tuff Shed, requires extra time, or changes the Scope of Work, Tuff Shed shall have the right to issue a Change Order for such costs or time.
- 2.4. Other than for major weather-related events, emergencies, or circumstances outside of the Buyer's control, if Buyer changes the Installation Date of its Project within 24 hours of the time scheduled, Tuff Shed may charge a rescheduling fee of 10% of the purchase price.
- 2.5. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at a monthly rate of the lesser of 1.5% percent or the maximum allowable interest rate. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately due and payable. Payment of interest does not abrogate or replace any other rights Tuff Shed may have under this agreement.

- 2.6. Upon material breach by the Buyer, Tuff Shed is entitled to keep any prior payments reflective of the value of Tuff Shed's performance at the time of the breach. Tuff Shed may pursue all available legal remedies in collecting any unpaid balance, including filing a lien against Buyer's property. Upon material breach by the Buyer, Tuff Shed may repossess the Project and Buyer hereby consents to allow Tuff Shed access to Buyer's property to do so.

### **3. Cancellation**

- 3.1. **COLORADO LAW PROVIDES THAT BUYER HAS THE RIGHT TO CANCEL THIS CONTRACT FOR ANY REASON AT ANY TIME WITHIN THREE DAYS AFTER THE SIGNING OF THE CONTRACT, UNLESS WORK HAS COMMENCED. NOTICE OF CANCELLATION MUST BE GIVEN BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO TUFF SHED. IT SHALL BE DEEMED COMPLIANCE WITH THE THREE-DAY CANCELLATION PERIOD IF THE NOTICE TO CANCEL IS MAILED WITHIN THREE DAYS AFTER CONTRACT SIGNING, EXCLUDING SUNDAYS AND HOLIDAYS. WITHIN THREE DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OF CANCELLATION, TUFF SHED SHALL REFUND ALL MONEYS RECEIVED FROM THE BUYER.**
- 3.2. Tuff Shed grants broader relief than Colorado law. Buyer may cancel for any reason for a full refund of the entire order within three (3) business days of the date of the execution of the Sales Order ("Grace Period") by providing written notice of the Buyer's intent to cancel. For the cancellation to be effective, Buyer must provide written notice to the salesperson working with the Buyer. If Buyer cancels the contract within the Grace Period, Tuff Shed shall issue a full refund, within 10 business days of the Contract Price. If Buyer cancels after the Grace Period but prior to the Scheduling Date, the Buyer shall be charged a 10% restocking fee of the entire cost of the Project (except for the Services and Accessories where cancellation will be handled as described below) and the restocking fee shall be deducted against Buyer's deposit. The Scheduling Date is the date when Tuff Shed, and the Buyer first agree to the Installation Date (regardless of whether the Installation Date is subsequently rescheduled). Cancellations after the Scheduling Date are subject to a 50% restocking fee of the Sales Order, not including Services and Accessories. The reason for the increased cancellation fee is that after the Scheduling Date Tuff Shed performs additional work on the Building specifically ordered by the Buyer. If the Scheduling Date takes place during the Grace Period, Buyer shall not be charged 50% cancellation charge if the Buyer provides written notice of the cancellation during the Grace Period. For all Services except for concrete (e.g., permitting, engineering, leveling), the Services charge associated with that activity becomes non-refundable once Tuff Shed commences any type of work on that Service. Additionally, Tuff Shed shall charge Buyer for any third-party

expenses incurred on behalf of Buyer in performing the Services (e.g., permitting fees charged by a local jurisdiction). With regard to Accessories to be added to the Building, Tuff Shed shall charge a 10% cancellation/restocking fee on accessories Tuff Shed maintains in its inventory, however, no cancellation is permitted on accessories Buyer custom orders for Buyer's Building once that order has been placed. The Project may not be canceled by the Buyer for any refund on or after the Installation Date and full payment for the Project will be due. Restocking fees shall not be charged if permission to complete the Project cannot be obtained from a local jurisdiction. Similarly, restocking fees shall not be charged if, in Tuff Shed's or its subcontractor's opinion, the delivery or installation is infeasible.

## **4. Permit**

4.1. If a local jurisdiction requires permitting, Tuff Shed shall not proceed forward with the Project until the required permitting is obtained. If requested by Buyer, Tuff Shed shall provide the service of obtaining the required permitting for installing the Building on behalf of Buyer for the Project at the Job Site if it is required by the local jurisdiction.

### **4.2. If Tuff Shed Pulls Permits**

4.2.1. This provision shall only apply if Buyer contracts for Tuff Shed to obtain any required permits, approvals, or other authorizations from the relevant governmental authorities for the Project. Buyer acknowledges and agrees to the following:

4.2.1.1. The permitting will be completed in accordance with the requirements of the permitting jurisdiction.

4.2.1.2. In addition to paying Tuff Shed a fee to obtain the necessary permits, Buyer acknowledges that Buyer will be responsible for all permit application fees which shall be passed on to the Buyer. Additionally, Buyer shall be responsible for all fees and expenses incurred in order to support the permit application, including any expenses related to surveys, plot plans, deeds, title reports, or other documents requested by the relevant governmental authorities.

4.2.1.3. Buyer agrees to truthfully and accurately provide all information, documents, and materials requested by Tuff Shed during the permitting process that may be necessary for obtaining the Permit(s). Buyer further agrees to provide any information required by or relevant to the permitting process regardless of whether Tuff Shed requests such information. Tuff Shed shall have no liability relating to or arising from Buyer's provision of inaccurate or incomplete

information. Buyer will cooperate fully with Tuff Shed in applying for and obtaining the Permit(s).

- 4.2.1.4. In some jurisdictions, the Buyer may accept responsibility for pulling zoning permits. In that case, additional documentation provided shall make clear which permits are Buyer's responsibility to obtain, and which permits are Tuff Shed's responsibility. Tuff Shed shall not permit the Project for anything more than an accessory structure.
- 4.2.1.5. Buyer shall be solely responsible for any additional work or modification to the Project beyond the scope of work approved in the original Project drawings and specifications. Any additional permitting shall be the responsibility of the Buyer. Tuff Shed does not apply for permits for habitable structures. Tuff Shed does not permit for Buyer's intended future use. Tuff Shed products are not designed or intended to be used as habitable structures as built, and if a Buyer attempts to convert a Tuff Shed structure into a habitable dwelling the Buyer does so at his or her own risk, and releases Tuff Shed from any permitting or product liability resulting from the conversion.
- 4.2.1.6. If the Project is subject to a plot plan, site plan, easements, additional zoning, HOA or other deed restrictions, or any other land use restrictions or requirements it remains the obligation of the Buyer to obtain all related approvals.
- 4.2.1.7. Expenses relating to the acquisition of plot plans, surveys, and any other necessary documents for the permit process shall be the sole responsibility of Buyer.
- 4.2.1.8. Tuff Shed does not guarantee that the relevant government authorities will issue Permits for the Project. The permitting fees paid to Tuff Shed are nonrefundable regardless of whether the Permits are obtained.
- 4.2.1.9. Actions by Buyer in altering landscaping, preparing soil, demolishing structures, or trees prior to obtaining a permit to build the permitted structure are conducted at Buyer's own risk without recourse against Tuff Shed.
- 4.2.1.10. If the relevant governmental authorities require Buyer to complete any additional steps as a condition of issuing the Permits, Buyer will be responsible for completing those steps and paying any associated costs.
- 4.2.1.11. Buyer must cooperate with Tuff Shed and local jurisdictions to provide access to the property and the Project for any inspections and take any other necessary steps to close out any permits in a timely fashion.

4.2.1.12. In the event any fee, penalty, violation or other action is levied or brought against Tuff Shed, its owners, agents, representatives, employees, or contractors for any violation or non-compliance with any local, state, or federal law related to zoning, HOA, or other land use requirements or restrictions, Buyer shall indemnify, defend and hold harmless the Tuff Shed parties from all liability and costs related to such violations and/or actions.

#### **4.3. If Buyer Applies for Permit**

4.3.1. This provision shall only apply if Buyer applies for any required permits, approvals, or other authorizations from the relevant governmental authorities for the Project. Buyer acknowledges and agrees to the following:

4.3.1.1. Buyer shall provide Tuff Shed with a complete copy of any permits obtained for the Project prior to the commencement of Tuff Shed's work.

4.3.1.2. Any permit applications completed by Buyer must be truthful, accurate, and complete representations of the Project. Tuff Shed shall not deliver a Project to Buyer unless the Project is lawfully permitted as required. Buyer must use due diligence in pursuing the permit from the local jurisdiction.

4.3.1.3. Should Buyer list Tuff Shed as the contractor on the permit application, Tuff Shed shall only be listed as the contractor for an accessory structure. Should Buyer wish to perform any finish work or any other additional work beyond the building of a shell of an accessory structure, another contractor must be listed on the permit application for those items.

4.3.1.4. In order for Tuff Shed to provide Buyer with any required drawings for the permitting process, Buyer must first provide Tuff Shed with all necessary information for Tuff Shed's standard engineering drawings. Tuff Shed shall have no liability for any inaccurate information provided by Buyer. Any drawings requiring custom engineering work will be subject to Tuff Shed's engineering fees.

4.3.1.5. Acquisition and costs of plot plans, surveys, and any other necessary documents for the permit process shall be the sole responsibility of Buyer.

4.3.1.6. If Buyer initially elects to obtain all permits directly but then requests assistance from Tuff Shed personnel in the permitting process, Tuff Shed reserves the right to charge Buyer Tuff Shed's permitting fees for such service.

4.3.1.7. Payment of all permit fees and other charges assessed by the relevant governmental authorities shall be the sole responsibility of Buyer.

- 4.3.1.8. Upon request from Tuff Shed, Buyer shall provide periodic updates to Tuff Shed regarding the status of the permitting process.
- 4.3.1.9. Any cancellation of the Project by Buyer due to delays or difficulties in obtaining permits shall remain subject to Tuff Shed's standard cancellation policy.
- 4.3.1.10. Buyer shall be solely responsible for any additional work or modification to the Project beyond the scope of work approved in the original Project drawings and specifications.
- 4.3.1.11. Buyer must cooperate with Tuff Shed and local jurisdictions to close out any permits in a timely fashion.

## **5. Installation Date and Completion Date**

- 5.1. The work to be performed under the contract commences after the execution of this Agreement. After execution of the Agreement, Tuff Shed consults with the Buyer in readying the site for the Project. This may include assisting with permitting or design specifications. Tuff Shed also ensures that there are adequate materials available to manufacture the Project. The installation of the Project at the Job Site shall be scheduled at a mutually acceptable time after all the prerequisites described in Buyer's Responsibilities section are met, permits are pulled, the site is prepared, and the Project has been through production. The Installation Date under this agreement will typically be between 3 and 180 days after a Sales Order is placed by Buyer. Installation Dates may vary depending upon the following factors: scope and size of Project, customization of Project, location of Project, number of Projects in the pipeline, availability of installers to install the Project, and availability of materials to build the Project. Tuff Shed shall coordinate with the Buyer in scheduling and keeping the Buyer informed about the Installation Date. The approximate Installation Date may be delayed by acts of God or other factors beyond the reasonable control of Tuff Shed. These factors may include, but are not limited to, issues that arise during the building permit process, shortages of materials or labor, inclement weather, changes in design initiated by Buyer, unforeseen site preparation, or delays requested by Buyer. Tuff Shed shall have no liability should the start of the Project be delayed past the Installation Date.
- 5.2. Work under this agreement will typically be Substantially Complete on or before one week after commencement of installation at the Job Site. Substantial Completion frequently occurs on the same day as installation commences. The date for Substantial Completion may be delayed for reasons set forth in Section 5.1.
- 5.3. Tuff Shed reserves the right to charge for unanticipated expenses relating to delivery or installation because of distance to the job site, challenges in accessing the job site, or any other unusual circumstances.



5.4. Tuff Shed shall not be liable to the Buyer for any consequential, special, or indirect damages relating to the performance of the Project. Such damages include but are not limited to rental or storage expenses, loss of use, income, and profit, impact to property value, and property damage not directly caused by Tuff Shed or its subcontractors.

## **6. List of Documents Incorporated into this Contract**

6.1. The Glossary of Terms, which follows our signatures, is incorporated into this contract as though included in full as part of this agreement.

6.2. The Sales Order is simultaneously executed with this Contract.

6.3. This agreement incorporates by reference certain disclosures and notices, some of which are required by federal or state law. The following documents are incorporated as though included in full as part of this agreement.

6.3.1. The document entitled "What to Expect" delivered to Buyer prior to the entry of the Purchase Order.

6.3.2. Document with diagram entitled "Builder's Helper" delivered to Buyer concurrently with this agreement.

6.3.3. The Tuff Shed Limited Warranty applicable to the Project.

6.4. Any addenda provided shall be considered part of this Contract.

6.5. These terms and conditions, and the documents enumerated in this Section 6 that are incorporated herein, constitute the entire agreement and understanding between Tuff Shed and Buyer and supersede any and all prior agreements and understandings, oral or written, relating to the subject matter hereof. Tuff Shed and Buyer each acknowledges that no other party, nor any agent or attorney of any other party, has made any promise, representation, or warranty whatsoever, and Tuff Shed and Buyer each acknowledges they have not executed or authorized the execution of this Agreement in reliance upon any such promise, representation, or warranty, that is not expressly contained herein.

## **7. Scope of Work**

7.1. Tuff Shed shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences, and procedures required to complete the Project in compliance with the Contract Documents. The Project will be assembled at the Job Site by an Installer selected, approved by, and subcontracted by Tuff Shed.

7.2. It is Buyer's responsibility to ensure that the location selected for the Project is prepared for installation and compliant with all local, state, and federal laws. This includes ensuring that the soil is prepared, debris and obstacles are cleared, the ground is level, and there is

access to the selected location. It is Buyer's obligation to take the steps outlined in the document entitled "What to Expect" that are necessary for Tuff Shed to perform the Work.

## **8. Compliance with Law**

8.1. Tuff Shed and Buyer mutually commit to use reasonable care to meet the Requirements of state, federal, and local Law when discharging their responsibilities under this agreement.

## **9. Buyer's Responsibilities**

9.1. Buyer represents and warrants that Buyer has the legal right to install the Project at the address identified in the Sales Order.

9.2. Buyer shall have sole responsibility to secure any financing for the Project and shall pay all fees, charges, or other costs of such financing, including inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Buyer to Tuff Shed. Buyer hereby authorizes and directs any lender on the Project to furnish Tuff Shed with full information on undisbursed loan proceeds when requested by Tuff Shed.

9.3. Subject to the permitting restrictions, zoning requirements, and other jurisdiction criteria, as between Buyer and Tuff Shed, Buyer is responsible for the selection of the location of the Project within the Buyer's property. Buyer bears the responsibility of ensuring that the location complies with any local ordinances, setback requirements, zoning provisions, regulations, HOA restrictions, and other covenants. It is exclusively the Buyer's responsibility to determine that the location of the Project is within Buyer's legal property boundaries and does not encroach on any neighbor's rights.

9.4. Buyer shall provide Tuff Shed and its subcontractors with clear access to Buyer's property for delivery and installation of the Project. Buyer shall clear all impediments, ensure unobstructed access through all fences, alleys, gates, and driveways. Buyer must ensure that tree branches, lighting, landscaping, and other obstacles do not obstruct Tuff Shed's and its subcontractor's ability to install the Project.

9.5. If Buyer has purchased a display model, Buyer shall ensure that there is an unobstructed path for a vehicle to deliver the display model. In delivering the display model, the delivery vehicle may cause unavoidable property damage to Buyer's driveway, sidewalks, curbs, walkways, lawns, sprinkler systems, gardens, septic systems, drain fields, shrubbery, lawn, or flower beds. Buyer releases Tuff Shed and its subcontractors for any such minor property damage not caused by the gross negligence or intentional misconduct of Tuff Shed or its subcontractors.

9.6. In the event Buyer intends to modify the Project after completion or adapt it for uses other than as a storage building, Tuff Shed notifies the Buyer that it is Buyer's responsibility to determine the zoning, use and building permits that may be required thereafter. Tuff Shed

shall have no responsibility to ensure that the Project conforms with the Buyer's intended use, even if Buyer has communicated its intended use to Tuff Shed. As built, Tuff Shed buildings are not designed nor intended to be habitable structures.

- 9.7. Buyer will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Tuff Shed or subcontractors.
- 9.8. Prior to signing this Agreement, Buyer must report to Tuff Shed all conditions known to Buyer which may not be apparent to Tuff Shed and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, underground utilities, prior Defective Work of others, and other regulatory obligations. Tuff Shed is entitled to rely on the accuracy of this information. Unless otherwise specifically agreed to by Tuff Shed, Buyer shall be responsible for identifying and marking any unmarked, private, or non-public underground utilities prior to the commencement of Work. Tuff Shed and its subcontractors shall not be responsible for property damage caused by unmarked utilities.
- 9.9. After installation, if Buyer has a concern with the quality of the shed or its installation, Buyer must first contact Tuff Shed to provide Tuff Shed with an opportunity to cure any alleged defects in workmanship before it pursues any other remedy. Buyer must allow Tuff Shed and its subcontractors access to Buyer's property to address any alleged deficiencies. Tuff Shed will not reimburse Buyer for any expenses related to the repair or replacement of any alleged defects, including expenses related to the hiring of third-party contractors, unless Buyer complies with the requirements of this provision and obtains pre-approval for any such expenses from Tuff Shed.

## **10. Concrete Foundation**

This section 10 shall only apply to Projects in which a Concrete Foundation will be poured under the Building.

### **10.1. Buyer Contracts with Tuff Shed for Concrete**

- 10.1.1. This Section 10.1 shall only apply if the Buyer contracts with Tuff Shed to hire a subcontractor, at an additional charge, to install a Concrete Foundation underneath the Building.
- 10.1.2. Buyer acknowledges that the pouring of the Concrete Foundation will be performed by a subcontractor selected and contracted by Tuff Shed. Buyer shall cooperate with that contractor in ensuring the area is cleared and prepared for laying the foundation and shall provide the subcontractor with access to the property. With regard to concrete work, only the purchase of the foundation underlying the Tuff Shed Project will be purchased through Tuff Shed. Should Buyer desire additional concrete

work (e.g., driveways, patios), Buyer must contract with the concrete contractor separately.

- 10.1.3. The Buyer agrees to coordinate with the third-party concrete contractor and allow that contractor to perform a site visit. During the site visit the concrete contractor may observe challenges with grading, access, location, soil preparation, or other issues that may be considered as part of the concrete quote. The ultimate amount charged for a Concrete Foundation may be increased through a Change Order if there are unanticipated or undisclosed challenges that make the Buyer's project unusual, difficult, or more costly to install.
- 10.1.4. For installation of concrete, that Service becomes non-refundable once any physical work relating to the concrete service commences (the commencement of work needs to be more than a site visit).
- 10.1.5. Buyer acknowledges that concrete has certain inherent flaws. Concrete may be damaged from many factors beyond Tuff Shed or its contractors' control. Tuff Shed shall pass along the third-party contractors' workmanship warranty to the Buyer. The warranty is limited to the structural integrity of the foundation. Damage from wear and tear, misuse or abuse, deicing agents, chemicals, sprinkler coverage, improper drainage, tree roots, pet urine, and damages from vehicles are the responsibility of the Buyer and excluded from warranty. Similarly, the warranty does not cover, and Tuff Shed is not responsible for acts of nature, frost heave, settling, cracking, scaling, spalling, pop outs, flaking, discoloration, pitting, peeling, or cosmetic damage to the Concrete Foundation.
- 10.1.6. In installing the Concrete Foundation there may be unavoidable minor property damage to Buyer's driveway, sidewalks, curbs, walkways, lawns, sprinkler systems, gardens, septic systems, drain fields, shrubbery, lawn, or flower beds. Buyer releases Tuff Shed and its subcontractors for any such minor property damage not caused by the gross negligence or intentional misconduct of Tuff Shed or its subcontractors.
- 10.1.7. Buyer may choose to or be required to pay for a Pump Fee. A pump is required when there is an inability to access a concrete truck to the Buyer's yard. Buyer may request a pump to prevent heavy concrete trucks from accessing the yard and causing potential damage. Even when a pump is utilized, there will remain a necessity for tractors or other equipment to access the site.
- 10.1.8. Tuff Shed and its subcontractors are not responsible for landscaping around the edge of the Concrete Foundation, or any other landscaping necessary to conform to Buyer's yard.

10.1.9. Tuff Shed and its subcontractors are not responsible for selecting the location for the placement of the slab. Jurisdictional authorities often dictate placement restrictions, and it is solely the Buyer's responsibility to ensure the foundation is located in the Buyer's desired location on their property but also in compliance with building department, permitting or HOA or other restrictions.

10.1.10. If a permit is required, the Buyer shall not allow ANY concrete work to take place prior to the issuance of the permit. This limitation includes grading, digging, forming, and pouring concrete. Failure of Buyer to comply with this may result in significant additional costs and work which shall be Buyer's responsibility.

10.1.11. Concrete purchases are non-refundable.

## 10.2. **Concrete Foundation: Buyer Contracts with Independent Third-Party for Concrete**

10.2.1. This Section 10.2 shall only apply if Buyer contracts with a third-party to install a Concrete Foundation, Buyer shall be solely responsible for selecting, contracting with, and paying any third-party contractor(s) the Buyer engages to install the Concrete Foundation.

10.2.2. Any third-party contractor must comply with all applicable jurisdictional licensing requirements in the jurisdiction of the Project. It is Buyer's responsibility not to allow an unlicensed contractor to perform any work on the Project. Buyer must ensure the third-party contractor follows all codes, regulations, and standards pertaining to concrete work in the jurisdiction where the Project is located.

10.2.3. If a permit is required, the Buyer shall not allow ANY concrete work to take place prior to the issuance of the permit. This limitation includes grading, digging, forming, and pouring concrete. Failure of Buyer to comply with this may result in significant additional costs and work.

10.2.4. Tuff Shed is not liable for any defects in the materials or workmanship of the Concrete Foundation work performed by any third-party contractor Buyer hires to install the Concrete Foundation. It is the Buyer's responsibility to provide their contractor with the plans and any other necessary information related to the Project. Buyer must ensure that the third-party contractor it hires follows the applicable plans.

10.2.5. If the installed Concrete Foundation is nonconforming with Tuff Shed's specifications (at Tuff Shed's sole discretion) or is rejected or not permitted by a local jurisdiction, Tuff Shed shall have no obligation to build the Project or perform any further work on the Project until the deficiencies with the foundation are remedied by the Buyer at the Buyer's sole cost and expense. This includes but is not limited to, the

dimensions, quality, uniformity, levelness, thickness, notching, features, and location of the Concrete Foundation.

10.2.5.1. In the event any fee, penalty, violation or other action is levied or brought against Tuff Shed, its owners, agents, representatives, employees, or contractors related to the work performed by Buyer's concrete contractor for any violation or non-compliance with any local, state, or federal law related to building/safety codes, zoning, HOA, or other land use requirements or restrictions, Buyer shall indemnify, defend and hold harmless Tuff Shed parties from all liability and costs related to such violations and/or actions.

## **11. Engineering**

- 11.1. This Section 11 shall only apply if Buyer contracted with Tuff Shed to provide Engineering Services for the Project and will pay Tuff Shed a non-refundable engineering fee. Depending on the nature of the project and the requirements of the jurisdiction, Tuff Shed may rely on standard drawings, or it may need to provide custom engineering drawings.
- 11.2. Tuff Shed shall provide the Engineering Services in reliance, in part, on the information provided by the Buyer. Tuff Shed shall not be liable for any errors relating to or arising from inaccurate information provided by the Buyer.
- 11.3. Tuff Shed will prepare engineering drawings and specifications in accordance with applicable building codes and jurisdictional requirements as of the time of the purchase.
- 11.4. Plans that are stamped by someone besides a Tuff Shed engineer or one of its authorized subcontractors shall not be presented by Tuff Shed.
- 11.5. Buyer acknowledges that tampering with, altering, or modifying any engineering stamps or sealed drawings prepared by Tuff Shed is strictly prohibited by law.
- 11.6. If any engineering redesign or significant modification becomes necessary due to changes requested by Buyer, additional work requested from the jurisdiction, or errors or omissions in information provided by Buyer, additional engineering fees may apply. Tuff Shed will supply the number of drawings required by the local jurisdiction. Additional fees will be charged for extra drawings.
- 11.7. Tuff Shed does not guarantee and cannot control the timing or the outcome of the engineering process. A cancellation by Buyer after the engineering process has begun is subject to Tuff Shed's Cancellation Policy.
- 11.8. Tuff Shed is not liable for any concerns raised by the local jurisdiction regarding other structures or issues at Buyer's property.

- 11.9. All drawings, specifications, and documents prepared by Tuff Shed as part of the Engineering Services shall remain the sole property of Tuff Shed. Buyer may not alter, modify, copy, or share these documents without Tuff Shed's prior written consent. Engineering drawings are only for a Tuff Shed Project. Any other use is strictly prohibited.

## **12. Communications with Buyer**

- 12.1. Tuff Shed may communicate with Buyer via text messaging, e-mail, and by telephone. By providing Tuff Shed with a mobile number as part of a sales transaction, Buyer consents to Tuff Shed calling Buyer and sending Buyer text messages to update the status of Buyer's Building installation schedule, pre-fabrication, and delivery. Message and data rates may apply. If Buyer does not wish to receive text messages, Buyer may text STOP to cancel text messaging. By providing Buyer's email address, even if Buyer has unsubscribed to Tuff Shed marketing emails, Tuff Shed reserves the right to e-mail Buyer regarding the status of Buyer's Project, installation, schedule, pre-fabrication, and delivery. If Buyer prefers that Tuff Shed not communicate with Buyer using any specific communication method, Buyer must affirmatively indicate such preference to Tuff Shed.

## **13. Final Payment**

- 13.1. Tuff Shed will collect final payment of the remaining balance from Buyer when the Work has been completed in compliance with the Contract Documents. Once the Buyer signs the Installation Customer Approval (ICA), final payment becomes due. If Buyer identifies items that need to be remedied and communicates the issues in writing to Tuff Shed, final payment is not due until the completion of the identified items. If Buyer is non-responsive or refuses to sign the ICA after Tuff Shed has determined in its sole discretion that it has reasonably addressed the identified items, final payment may be collected seven (7) days after the Buyer is presented with the ICA.
- 13.2. The making of final payment constitutes waiver of all Claims by Buyer against Tuff Shed except those Claims previously made in writing and delivered to Tuff Shed and those obligations otherwise provided by this agreement or by operation of Law.
- 13.3. If completion of the Work is delayed unreasonably at no fault of Tuff Shed, Tuff Shed shall be entitled to final payment for all Work completed without prejudice to the right of Tuff Shed to complete the Project at a later date and without prejudice to the right of Buyer to make Claims against Tuff Shed for Defects in Work completed.

## **14. Changes in the Work**

- 14.1. Tuff Shed is authorized to make minor changes in the Work which are in the interest of Buyer, do not materially alter the quality or performance of the Work, and do not affect

the cost or time of performance, and comply with applicable Laws, codes, ordinances, and regulations. Tuff Shed will inform Buyer of each minor change made in the Work.

14.2. Additional work and changes to the order become part of the contract once the order is prepared in writing and signed by the Parties prior to commencement of any Work covered by the new order. Orders may not be changed within five business days of Installation Date. Any changes to the order must describe the scope of the change, the cost to be added or subtracted from the Contract, and the effect the order will have on the schedule of progress payments or financed balance. Changes to the order may impact the Installation Date and shall be reflected in the final documentation.

## 15. Insurance

15.1. Tuff Shed shall carry Workers' Compensation insurance and public liability insurance as required by Law and regulation for the protection of Tuff Shed and Buyer during progress of the Work.

15.2. Tuff Shed carries commercial general liability insurance written by Old Republic with \$1,000,000 per occurrence and \$2,000,000 general aggregate limits.

AGREED AND ACCEPTED BY BUYER:

Signature:  Signed by:   
 BD942E487F7749A... Date: 6/21/2026

Tuff Shed:

Signature: Stephen Ford Date: 06/20/2026



## **Glossary of Terms**

**Building** is the structure purchased by the Buyer in the Sales Order.

**Buyer** is identified as the individual or entity who executes the Sales Order.

**Claim** means a demand or assertion by one of the parties to this Agreement seeking, as a matter of right, modification, adjustment or interpretation of contract terms, payment of money, extension of time or other relief.

**Concrete Foundation** is the base made from concrete poured underneath the Building.

**Contract Completion Date** means the day by which the Work must be substantially complete.

**Contract Documents** are these terms and conditions, and all documents incorporated by reference into this Agreement.

**Contract Price** is the amount which will become due in exchange for work performed under the Contract Documents. Contract Price includes allowances for purchased materials and equipment and may be modified by a Change Order or contract modification. The Contract Price may be paid in one or more installments, including an Initial Payment at or before the start of work, Progress Payments as work is completed, and a Final Payment on final acceptance of the work. Payment Period is the time elapsed between applications for progress payments or prior to the first application for progress payment.

**Defective Work** means construction done under the Contract Documents that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of Buyer's Representative, or the requirements of an inspection, reference standard, test, or approval specified in the Contract Documents.

**Drawings** (also called plans or prints) are scale representations of the shape, location, character, and dimensions of Work to be completed under this contract. Drawings include plan views, elevation views, transverse, and longitudinal sections, large- and small-scale sections and details, isometrics, diagrams, schedules, tables, data, and pictures which depict the completed Project. A group of drawings adequate to complete construction of the Project may be referred to as a plan set. Drawings can be either paper or electronic media.

**Engineering Services** are professional activities by licensed engineers to ensure the safety, stability, and functionality of the structure.

**Inspection** is any review of the Project, including a visual review of the Work completed to ascertain compliance with Contract Documents, building codes and construction standards.

**Installation Date** means the day that installers will be at the Job Site to install the Project.

**Installer** is a subcontractor under contract with Tuff Shed to install the Project that Tuff Shed is obligated to complete under the Contract Documents with the Buyer. Installer is an independent contractor performing services for Tuff Shed rather than for the Buyer. A person or organization providing supplies or materials for the Project, but no job site labor is not an Installer.

**Job Site** is the address or location of the Project.

**Law** means federal or state statutes, municipal ordinances, building codes, regulations adopted pursuant to statute, executive orders, official interpretations, and other rules and directives issued by the government.

**Party** (to this contract) means a person or business organization which has an obligation to perform under the terms of this contract.

**Payment Schedule** means that agreed upon payments based on milestones that Buyer will pay for the Project.

**Plans** (also called drawings or prints) are scale representations of the shape, location, character, and dimensions of Work to be completed under this contract. Plans include plan views, elevation views, transverse, and longitudinal sections, large- and small-scale sections and details, isometrics, diagrams, schedules, tables, data, and pictures which depict the completed project. A group of plans adequate to complete construction of the Project may be referred to as a plan set. Plans can be either paper or electronic media.

**Project** includes all of the Work contemplated in the Sales Order, including manufacturing, installation, and additional services and accessories.

**Project Completion Date** reflects the installation of the Project on Buyer's property and final sign-off by the Buyer.

**Project Release to Production Date** is the date on which Tuff Shed employees begin to manufacture the Buyer's Project in the Tuff Shed factory.

**Requirements** means, in addition to obligations, responsibilities and limitations set out in the Contract Documents, the obligations, responsibilities and limitations imposed by law, rules, orders, ordinances, regulations, statutes, codes and executive orders of governmental authorities or fire rating bureaus.

**Scheduling Date** is the date the Installation Date is scheduled.

**Scope of Work** means the Work as defined by the Contract Documents.

**Services** means the additional activities in support of the sale and installation of the Building where a fee is charged to the Buyer relating to the Tuff Shed additional work performed (e.g., Permitting and Engineering).

**Specifications** (also called specs) are part of the Contract Documents which provide descriptions of materials, equipment, construction systems, technique, and workmanship to be used on the Project. Specifications are both instructions to be followed by the Contractor and Subcontractors and a reference for the Building Official to evaluate code compliance.

**Substantial Completion** means the Project is sufficiently complete so that it may be utilized as designed.

**Tuff Shed** is Tuff Shed, Inc., a Colorado corporation, which is undertaking the execution of the Work under the terms of this Agreement.

**Work** means all labor, material, equipment, tools, transportation, permanent and temporary utilities, connections, provisions for safety and management services required to complete the Project in compliance with the Contract Documents. Work may constitute the whole or a part of the Project. Work is to be performed in a safe, expeditious, orderly, and professional manner in keeping with current standards of the industry. Work includes everything that is or should be evident to a skilled construction professional after careful examination of the Contract Documents and the Job Site.

## Certificate Of Completion

Envelope Id: 4D7DACDB-781C-8A71-81C1-9336AE5B3D25

Subject: Tuff Shed Order Documents (01453199) Nate Hedin

Source Envelope:

Document Pages: 19

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:

Tuff Shed

1777 S Harrison St #600

Denver, CO 80210

docusign@tuffshed.com

IP Address: 155.226.157.254

## Record Tracking

Status: Original

6/20/2026 1:25:10 PM

Holder: Tuff Shed

docusign@tuffshed.com

Location: DocuSign

## Signer Events

Nate Hedin

nh144@hotmail.com

Security Level: Email, Account Authentication  
(None)

## Signature

Signed by:

BD942E487F7749A...

Signature Adoption: Drawn on Device

Using IP Address:

2600:100e:b096:b48b:fcfa:13fa:e287:4e65

Signed using mobile

## Timestamp

Sent: 6/20/2026 1:25:13 PM

Viewed: 6/21/2026 2:33:31 PM

Signed: 6/21/2026 2:36:33 PM

## Electronic Record and Signature Disclosure:

Accepted: 6/21/2026 2:33:31 PM

ID: 3882f28e-ae6a-4f65-9aad-3efa1acb60b2

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Stephen Ford

sford@tuffshed.com

Tuff Shed

Security Level: Email, Account Authentication  
(None)

**COPIED**

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## Electronic Record and Signature Disclosure:

Not Offered via Docusign

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent

Hashed/Encrypted

6/20/2026 1:25:13 PM

Certified Delivered

Security Checked

6/21/2026 2:33:31 PM

Signing Complete

Security Checked

6/21/2026 2:36:33 PM

Completed

Security Checked

6/21/2026 2:36:33 PM

| Payment Events                             | Status | Timestamps |
|--------------------------------------------|--------|------------|
| Electronic Record and Signature Disclosure |        |            |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Tuff Shed (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Tuff Shed:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [tuffshedsales@tuffshed.com](mailto:tuffshedsales@tuffshed.com)

#### **To advise Tuff Shed of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [tuffshedsales@tuffshed.com](mailto:tuffshedsales@tuffshed.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Tuff Shed**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [tuffshedsales@tuffshed.com](mailto:tuffshedsales@tuffshed.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Tuff Shed**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [tuffshedsales@tuffshed.com](mailto:tuffshedsales@tuffshed.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Tuff Shed as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Tuff Shed during the course of your relationship with Tuff Shed.