

CONTRACT FOR MANUFACTURE OF A YURT SHELTER

- 1.) The Purchase Order containing the Purchaser Information, Order Information, and Deposit and Payment Information, is incorporated into this Contract by reference. PURCHASER is identified in the Purchase Order. SELLER is Nomad Shelter, Inc., 60388 Bear Creek Court, Homer, Alaska.
- 2.) Upon receipt of a purchase deposit of 50% of the purchase price of the yurt described in the attached Purchase Order, SELLER agrees to manufacture a yurt shelter according to the specifications in the Purchase Order on PURCHASER'S behalf.
- 3.) PURCHASER may obtain a full refund of any and all deposits within three calendar days from the Date of Order on the Purchase Order by providing written notice to SELLER of PURCHASER'S wish to cancel the Purchase Order. Cancellation of the Purchase Order within the first three days of the Date of Order may be effected by simply writing CANCEL across the Purchase Order and signing beneath the cancellation; however, the Canceled Purchase Order must be hand-delivered to Nomad Shelter at its place of business at Bear Creek Court, Homer, Alaska during its normal business hours (M-F 9a.m. to 5 p.m.) or it may not be honored. Upon receipt of a canceled Purchase Order within the three day cancellation period, a Nomad Shelter representative will provide PURCHASER with a written receipt, acknowledging cancellation of the Purchase Order and a refund check for the full amount of all funds received will be mailed within two business days to the Purchaser's address, as listed on the Purchase Order.
- 4.) PURCHASER understands Nomad Shelter is a manufacturer of yurt shelters, and as such, permits a limited number of options to be specified in the Purchase Order. For additional cost, PURCHASER may add or change certain options to the yurt up to thirty (30) days from the Date of Order **by executing a written Change Order AND by providing immediate full payment** for the changes. Changes that may be made under this paragraph are limited to the following: adding a roof vent; adding additional windows or doors; upgrading a door specification; upgrading window material (to Lexan); or adding wood window frames. Any other changes desired are contingent upon Nomad Shelter agreement and approval, which shall be evidenced by Nomad's acceptance of the additional payment and countersignature on the Change Order.
- 5.) PURCHASER understands and agrees SELLER may, in SELLER'S sole discretion, refuse to execute any Change Order that includes any change in specifications not listed in Paragraph 4, above. This includes, but is not limited to, changes in the yurt size, color, or liner material; requests to reposition windows or doors, or to position windows or doors in non-standard locations, or any other changes that, in SELLER'S judgment, could adversely affect the structural integrity of the yurt.
- 6.) PURCHASER UNDERSTANDS ANY CHANGES IN THE SPECIFICATIONS OF THE YURT WILL CAUSE A DELAY IN THE TIME REQUIRED TO COMPLETE THE MANUFACTURE OF THE YURT. A new estimated manufacture completion date must be provided by SELLER on the change order; however, a failure by SELLER to provide an extended completion date does not preclude SELLER from changing the completion date at a later time. PURCHASER ACCEPTS RESPONSIBILITY FOR ENSURING ANY CHANGE ORDER INCLUDES AN EXTENDED COMPLETION DATE THAT MEETS HIS OR HER REQUIREMENTS. ANY AND ALL CHANGE ORDERS ARE FULLY INCORPORATED INTO THIS CONTRACT, AND THE SPECIFICATIONS IN THESE CHANGE ORDERS SUPERCEDE THE SPECIFICATIONS IN THE PURCHASE ORDER.

7.) PURCHASER UNDERSTANDS NO CHANGES IN THE SPECIFICATIONS OF THE YURT WILL BE PERMITTED UNDER ANY CIRCUMSTANCES BEYOND THE FIRST THIRTY (30) DAYS AFTER THE DATE OF ORDER.

8.) Beyond the first three day cancellation period described in Paragraph three (3), above, PURCHASER may still cancel the order for up to 30 days from the Date of Order, by giving SELLER written notice of the cancellation, and forfeiting 50% of the purchase price (generally, the initial deposit) plus the cost of any Change Orders.

9.) Unless canceling the order, as provided in paragraph 8, above, thirty (30) days from the Date of Order, PURCHASER agrees to deliver an additional deposit of 25% of the cost of the yurt, as specified in the Purchase Order. PURCHASER understands no order may be canceled after the expiration of the thirty (30) day cancellation period, and that they are responsible for full payment of the yurt upon being notified by SELLER the yurt is complete.

10.) SELLER agrees to make every reasonable effort to complete all ordered yurt(s) on or before the Estimated Manufacture Completion Date. However, PURCHASER agrees SELLER is not liable for delays in completion due to factors beyond its control. PURCHASER agrees events such as adverse weather, interruptions in material supplies, illness or injury of critical personnel, fires, natural disasters, or any other reasonably unforeseeable events are beyond SELLER'S control, and are cause for renegotiating the Manufacture Completion Date, and that any such renegotiation will not affect the price of the yurt.

11.) In the event SELLER cannot complete the manufacture of a Yurt within 120 days of the Estimated Manufacture Completion Date, as modified by any Change Orders, and as extended by any events beyond SELLER'S control, SELLER agrees, upon PURCHASER'S written request, to refund all deposits received under the Contract; in this event, PURCHASER agrees SELLER'S liability is limited to making this refund. The refund will be mailed to PURCHASER at the address specified in the Purchase Order, unless PURCHASER specifies another address in the refund request letter.

12.) Upon notice of completion of the manufacture of the ordered yurt, PURCHASER will deliver final payment and take possession of their yurt at the place of manufacture within seven (7) days of notification by SELLER, which notification may be by telephone, e-mail, or regular mail. If notification is given by regular mail, PURCHASER has ten (10) days from the date of the notification letter to deliver payment and take possession.

13.) In the event PURCHASER fails to meet the payment schedule set forth above and in the Purchase Order, or fails to deliver final payment and take possession within the time frame set forth in paragraph twelve (12), above, SELLER is relieved of any and all performance obligations that might otherwise be imposed by the terms of this contract, and any such failure by PURCHASER shall be considered a material breach of this contract.

15.) PURCHASER understands and agrees ownership of any ordered yurt(s) remains fully with SELLER until final payment has been received by SELLER. In the event of any material breach of this agreement by PURCHASER, PURCHASER understands and agrees SELLER may rent, lease, or sell the yurt to any other person or entity to obtain the funds necessary to fulfill Purchaser's final obligation, and that any funds SELLER collects through its use or disposal of the contracted-for yurt, belong to SELLER as liquidated damages for PURCHASER'S material breach of this Contract.

16.) PURCHASER IS AWARE NOMAD SHELTER, INC. DOES NOT CONSTRUCT FLOORS FOR THE YURTS IT MANUFACTURES. THIS CONTRACT DOES NOT INCLUDE DELIVERY (OTHER THAN FOB), CONSTRUCTION OF A FLOOR, OR SET-UP OF THE YURT.

17.) PURCHASER and SELLER agree to submit any dispute over Seller's performance under this contract, or over the interpretation of the terms of this contract, to binding arbitration. The arbitrator shall be picked from a list of local arbitrators or dispute resolution professionals.

Signature of Purchaser

Signature of Seller (Nomad Shelter Rep.)

Date

Date

PURCHASE ORDER

Estimated Manufacture Completion Date*: _____

Date of Order: _____

*(Average completion time is 8 to 12 weeks from placement of order. Completion date may vary depending on factors such as availability of materials, weather, or other factors beyond the control of the Seller. See Contract for Manufacture of a Yurt Shelter for further details.)

Purchaser Information

Name: _____ E-mail: _____

Telephone: _____ (cell) _____ (home) _____ (work)

Mailing Address: _____
(street)

(city, state, zip)

Order Information

Yurt Size: Diameter (in feet): _____

Liner Material: Light _____ Heavy (check one)

Doors: Custom _____ Custom French _____ Standard French _____ (check if applicable)

Windows: Extra Window Panel** _____ Wood Frames [†] _____ Lexan Panes [†] _____

**X windows are standard; insert additional quantity of windows desired.

[†] Insert total quantity of windows to have wood frames and/or Lexan panes.

Color: Tan _____ White _____ Gray _____ (check one)

Deposit & Payment Information

A 50% deposit is required with your placement of the order. Nomad Shelter wishes to make sure you will be happy with your decision, and provides you with a three day “grace period” from placement of order in which you may change your mind and obtain a full refund of your deposit. No work will begin

on your yurt until this three (3) day “grace period” has passed. **An additional 25%** of the amount due for your yurt **is required 30 days from the date your order is placed.** *** You may cancel or alter your order up until the 30th day when your next payment is due: however, no refund of the initial 50% deposit will be made after the initial 3 day grace period has passed, and no further modifications to the yurt design or specifications are permitted after the initial 30 day period has passed. See Contract for full details. Full payment is due upon delivery.

Please note construction of a floor for your Yurt and set up fees are not included in the pricing and are not covered in the foregoing payment schedule. Nomad Shelter does not construct floors for the Yurts. The Purchaser is responsible for constructing an appropriate floor!

Amount of Initial Deposit _____

Check or Money Order No. _direct deposit Wells Fargo _____

Credit Card Number _____ Type: MC / Visa (circle one)

Amount Due in 20 Day _____ Date due: _____

Final payment due upon delivery.

THIS PURCHASE ORDER IS INCORPORATED BY REFERENCE AND MADE A PART OF THE CONTRACT FOR MANUFACTURE OF A YURT SHELTER.

Customer Signature

Date

Nomad Shelter Sales Representative

Date