



P.O. Box 1628, Boone, North Carolina 28607
www.suncatchergreenhouse.com

Thank you for the purchase of your new SunCatcher passive solar greenhouse plans! We appreciate your trust in SunCatcher and wish you many enjoyable and productive years with your SunCatcher passive solar greenhouse!

Subject to the accompanying Legal Disclaimer, this **Contract of Sale and Limited Warranty** documents your rights of ownership to your SunCatcher plans. The terms of the accompanying Legal Disclaimer shall be incorporated by reference as if expressed fully herein.

Especially during winter months, your SunCatcher when properly sited, built, maintained and operated will provide a much enhanced thermal performance over that of other greenhouses of comparable size. This warranty does not apply where the SunCatcher is not installed and used in accordance with SunCatcher's specifications and user manual. The placement, orientation and attentive use of your SunCatcher is crucial to its efficiency and performance and is outside of our control, as are weather and climatic conditions, so we do not warrant that you obtain specific results or against plant loss for any reason.

SunCatcher Design Group, operating as SunCatcher Passive Solar Greenhouses, will provide client with blueprints for a 16' x 32' SunCatcher passive solar greenhouse to be constructed at:

Address: _____

City/State: _____

I. Purchase of Plans:

The client shall purchase a single set of the 16' x 32' SunCatcher Classic plans for \$845 plus taxes and any additional expenses.

II. SunCatcher's Services and Responsibilities:

1. SunCatcher will provide construction documents consisting of the following:
 - A. Schedules: Door & Window.
 - B. Floor & Roof Plans.
 - C. Exterior Elevations.
 - D. Sections
 - E. Foundation Plan & Details.
 - F. Framing

- G. Section Details.
- H. Optional Plumbing Plan(s): (residential type) No engineering work performed. All loads and related work shall be calculated by the plumbing contractor.
- I. Optional Electrical Plan(s): (residential type) No engineering work performed. All loads shall be calculated by electrical contractor.

2. SunCatcher will provide one free hour of voice/video consulting with Dr. Terry Carroll, along with a year of follow-up SunCatcher consulting over email free of charge. Consulting can be on any questions you may have about the design, orientation and operation of your SunCatcher, or related topics.

III. Additional Services

Any additional services beyond the scope of II above shall be provided at the rate of up to \$150 per hour plus any expenses.

IV. Ownership of Plans

1. The design itself, blueprints, materials list and specifications are and shall remain the exclusive intellectual property of SunCatcher Design Group; and the Client's right to use same is conditioned and limited to a one-time use to construct the above described and located project. The use or reproduction of such drawings or plans and specifications in connection with any other construction or purpose is prohibited. The foregoing shall apply regardless of whether the above described project is constructed.
2. **Reproductions:** SunCatcher Design Group will furnish three copies of 18" x 24" Working Drawings. Client shall compensate SunCatcher Design Group for additional reproductions as requested by the Client or the Client's contractor.
3. **Successors and Assignment:** The Client and SunCatcher Design Group and their respective successors, legal representatives and assigns are bound hereby. Neither Client nor SunCatcher Design Group shall transfer or assign their respective interest in this agreement without the written consent of the other.

You show your agreement to these terms by remittance of the purchase price and signing the contract shown below.

Customer Signature: _____ Date: _____

Customer Name (please print): _____

LEGAL DISCLAIMER

All plans and supporting documentation, including but not limited to illustrations, estimates, and construction material lists are the exclusive property of SunCatcher Design Group, operating as SunCatcher Passive Solar Greenhouses, and reproduction in whole or in part is strictly prohibited by law.

All plans are provided as is. SunCatcher Design Group disclaims all other warranties, express or implied, including merchantability or fitness of purpose. SunCatcher Design Group is not liable for incidental, special, consequential, or indirect damages of any kind, including, but not limited to, loss of anticipated profits, business opportunity or other economic loss arising out of the use of services or plans received from SunCatcher Design Group, even if SunCatcher Design Group has been advised of the possibility of such damage.

It is the customer's responsibility to ensure the accuracy, compliance with applicable statute(s) or regulation(s), and fitness of purpose of any plans or construction information received from SunCatcher Design Group prior to the use thereof. SunCatcher Design Group does not warrant conformity to any code. Modifications may be necessary to meet applicable local governing codes. It is the responsibility of the builder to review the drawings before construction begins. SunCatcher Design Group disclaims any responsibility for ensuring that these plans, and/or any building constructed from these plans satisfy local or governing code.

In the event that any liability is imposed on SunCatcher Design Group, SunCatcher Design Group's liability to you or any third party shall not exceed the price paid for the plans.

Plan Usage

1. All plans and supporting documentation are protected by Federal Copyright Laws. Any use of the information contained herein beyond the one-time use authorized by a purchase of prints, or any duplication, publication, sale or distribution of any part of these plans without the prior written consent of the Original Designer represents a violation of Federal Laws subject to the prescribed penalties.
2. Any use of the plans, or modifications of the plans, by purchasers, builders or others is done at their own risk. Licensee should have the plans reviewed by a local professional architect or engineer before the start of construction. The information contained within the construction documentation is intended to depict design and basic construction detailing. It is the builder's responsibility to provide standard construction details and practices which will result in a structurally sound and weatherproof finished product.

Responsibility of Builder's

1. It is the responsibility of the builder to assure that all work is in accordance with the latest edition of all applicable Nation, State, and Local Building Codes. It is the builder's responsibility to ensure that all work is conducted in accordance with the latest edition of all applicable Construction Standards.

2. It is the responsibility of the builder to ensure that all manufactured articles, materials, and equipment are applied, installed, connected, erected, used, cleaned, adjusted, operated and conditioned as directed by the manufacturers. Builder shall follow all instruction to sustain and preserve all expressed or implied warranties and guarantees.

3. It is the responsibility of the builder to assure that all materials, equipment and components are new and of good quality.

4. It is the responsibility of the builder to check all dimension and details for overall accuracy appropriate to the local conditions and the final selection of materials such as concrete masonry, lumber, structural members, construction panels, roofing, etc., all of which can create variations in dimension and details.

Disclaimer

1. Any names of materials and manufacturers shown on the plans do not represent an endorsement or recommendation by SunCatcher Design Group. Final selections of materials are the responsibility of the purchaser and/or builder, including, but not limited to proper installation of materials, nailing, gluing, caulking, insulating, flashing, roofing, weatherproofing and many other small items and details not necessarily indicated on the plans, and over which SunCatcher Design Group has no control or responsibility. SunCatcher Design Group shall not be held liable for any errors, omissions, or deficiencies in any form by any party whatsoever.