

Wholesaler: Bluegrass Rentals, LLC

Date Faxed: 10/13/2025

By:

Building #: ES-1216-042425-000078

Pick up date: _____
 Lot bldg was taken to: _____
 Driver: _____ Date: _____

LLC



RTO - \$150 Down
EcoShed 60 Months

Invoice # 0C-00725

Invoice From:

**XPRESS BUILDINGS
LLC**

1971 US HIGHWAY 60 E
Salem, KY 42078
(229) 569-1252

Ship To:

Jonathan Barnes

201 Montague Street
Franklin, KY 42134
(270) 253-2259
jbarnes94jeep@yahoo.co
m

Dealer:

**Factory Direct
Sheds LLC**

1971 US HIGHWAY 60
EAST
Salem, KY 42078
(912) 321-7633

Order Type:

New - Off Lot Sale

Date:

06/06/2025

Agent:

Ziggy Mosley

Description	Quantity	Total
EcoShed 12 x 16	1	\$4,650.00
Serial Number #ES-1216-042425-000078		
Siding: Siding Paint Colors - Armory, Trim: Siding Paint Colors - Armory,		
Roof: Metal Roofing - 29GA 40YR - Galvalume		
2' x 3' Window	2	Included
Wood Door (Double)	1	Included
Subtotal		\$4,650.00
XPRESS BUILDINGS LLC and its agents are NOT responsible for permits, setbacks, restrictions, or covenants. PLEASE contact your local codes department or Homeowners Association. It is up to the customer to decide whether ground conditions are suitable for delivery. XPRESS BUILDINGS LLC is NOT responsible for yard or driveway damage. Free delivery and setup includes ONE TRIP, additional trips may incur CHARGES to the customer. Does not include ground anchors. First 50 miles Free Delivery From Lot Thereafter \$5.00 Per Mile.	Monthly Payment Before Taxes	\$172.22
	KY State Sales Tax(6%)	\$10.33
	Total Monthly Sales Tax	\$10.33
	Liability Waiver Program	\$10.33
	Total Monthly Payment	<u>\$192.88</u>
	Processing Fee	\$150.00
	Delivery	FREE
	Amount PAID	\$150.00
	on 06/09/2025 via Credit card	

**Customers are Responsible For Purchasing All
Blocks, None Are Provided!**

I, the customer, have read the disclosure, Terms And
Conditions Of Sale, and fully accept the terms
provided therein. All payments are non refundable.

Sign *John Barnes* 06/06/2025
Date

delivery. Attempt, including without limitation damage to damages to person or property, loss of use, loss of time, inconvenience, equipment rental, loss of earnings or profits or any commercial loss relating to yards or driveways. Limitation of liability, Seller will not be liable for punitive, incidental or consequential Purchaser's order. The remedies of Purchaser as set forth herein are exclusive. The liability of Seller with respect to the sale and delivery of any portable building(s) under this order, whether in contract, in tort, under any warranty or otherwise, will not exceed the difference between the price of the portable building(s) as specified on the first page of this order and the value of the portable building(s) as delivered by seller. Additionally, Seller will not be liable for any loss or damage of any kind arising from delay or inability to delivery beyond Seller's reasonable control, or from improper maintenance, alteration or misuse of the portable building(s)

Cancellation, Partial Refund/Restocking Fee. Orders for standard portable building(s) may be canceled by purchaser at any time before delivery. If Purchaser cancels such an order, Seller has the option to charge the Purchaser a restocking fee equal to 25% of the purchase price shown on the first page of this order. (The "Restocking Fees"). Such restocking fee will (I) be retained by seller if purchaser has paid all of the purchase price for a portion of the purchase price equaling or exceeding 25% of the purchase price at the time of cancellation, provided that Seller will refund to Purchaser all amounts in excess of the Restocking Fee, or (II) be immediately due and payable by purchaser to seller at the time of cancellation if Purchaser has paid none of the purchase price or a portion of the purchase price equaling less than 25% of the purchase price, provided that Seller may apply against such Restocking fee any amounts Then-paid by Purchaser Orders for custom build or custom painted portable building(s) may not be canceled except with prior written consent of the seller, which consent may withhold for any reason or no reason. All payments made are non refundable including but not limited to deposits, rental payments, down payments, delivery fees, surcharges, or any other payments made.

Consent to Jurisdiction. If Purchaser is a governmental entity or Indian Nation, PURCHASER HEREBY EXPRESSLY WAIVES ITS DEFENSE OF SOVEREIGN OR OTHER IMMUNITY IN THE EVENT OF A DISPUTE BETWEEN PURCHASER AND SELLER REGARDING THIS ORDER. Regardless of whether Purchaser is a governmental entity or Indian Nation, PURCHASER EXPRESSLY ACQUIESCES TO THE JURISDICTION AND VENUE OF THE UNITED STATES FEDERAL AND STATE COURTS.

Warranties And Disclaimer of Warranties (NOT INCLUDING REPOS AND OR DISCOUNTED BUILDING(S)) Seller warrants to original user of the portable building(s), provided the building(s) remains at original delivered location that the portable building(s) sold hereunder will be warranted against the rot, and/or decay of treated materials for the life of the building(s), against termite infestation of all treated materials for 20 years, and defects in material or craftsmanship within 3 years of the original delivery date not including damage caused by external sources such as wind damage to shingles. Seller's sole obligation and purchaser's sole remedy under this Warranty is replacement of the portable building(s), or at Seller's option, the defective portion thereof that Seller finds is defective in material or craftsmanship within the warranty time period. Any replacement performed under this Warranty will be performed by Seller or Seller's agent. The above warranty will be null and void in the event that the portable building(s) are altered by purchaser, or have been, in Seller's sole judgment, subject to negligence, improper maintenance or misuse or moved from original delivered location. Seller's liability is further limited as provided by the Limitation of Liability section of these terms and conditions.

(SELLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE).

Miscellaneous. This order and these terms and conditions will be construed under state law without regard to the choice of law principles thereof. No waiver of any breach of any provision of this contract will constitute a waiver of any other breach of such provision. If one or more of these Terms and Condition is for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other term or condition and such invalid, illegal, or unenforceable provisions will be modified to the minimum extent necessary to render such provisions valid, legal and enforceable.

Portable Building Delivery Prep & Blocking Agreement

To ensure a successful and smooth delivery of your portable building, please review and follow the requirements below.

Failure to meet these conditions may result in delays or additional charges.

CEMENT BLOCKS (Customers are Responsible For Purchasing All Blocks, None Are Provided)

You are responsible for purchasing the cement blocks before delivery. Blocks must be placed out of the way but within 15 feet

of the setup site and must not obstruct the delivery path. We will place the first two layers of blocks (that you purchase)

under your building at no additional charge. Each additional layer will incur a \$150 fee, payable directly to the delivery

driver. The base layer must consist of 4"x8"x16" CAP blocks. For additional layers, you may use either CAP blocks or

8"x8"x16" cinder blocks.

TIE DOWNS

We do not provide or install tie downs. If required, you must make arrangements with a third-party contractor.

CLEARANCE & OBSTRUCTIONS

Ensure there are no obstructions in the delivery path such as trees, fences, or gates. You must maintain a minimum clearance

of 2 feet on each side of the building path.

HOW TO CALCULATE THE NUMBER OF BLOCKS

- 8FT & 10FT wide buildings: 1 block for every 2 FT of length

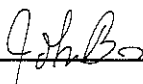
- 12FT, 14FT, & 16FT wide buildings: 1 block for every 1 FT of length

BLOCK TYPES:

4"x8"x16" CAP Blocks and/or 8"x8"x16" Cinder Blocks

By signing below you acknowledge that you been informed of these requirements and agree that if conditions are not met, I may incur extra charges or rescheduling.

Sign



06/06/2025

Date

Customer Data Sheet



LESSEE/RENTAL CUSTOMER: Jonathan Barnes



(270) 253-2259
Primary Phone

(270) 223-8273
Secondary Phone



jbarnes94jeep@yahoo.com
Email



201 Montague Street, Franklin, KY 42134
SIMPSON County
Billing Address

201 Montague Street, Franklin, KY 42134
SIMPSON County
Delivery Address



B99-349-728
KY Driver's License Number



12/20/1983
Birth Date



***-**-9833
Social Security Number



Self / Contractor
Employer

(270) 253-2259
Employer's Phone



REFERENCE 1: Gary Goosetree



(270) 776-5865
Phone



Friend
Relationship



KY
State



REFERENCE 2: Gary Barnes



(270) 791-2730
Phone



Relative
Relationship



KY
State

3. **Lease Purchase Ownership**

If you make **60** monthly Lease Payments, for a Total Cost of **\$11,572.80** including tax, and comply with the Agreement, you will acquire ownership of the Property. You will not own the Property until you have paid the Total Cost or exercised your Early Purchase Option, below.

4. **Delivery Standards**

Customers are responsible for hanging debris and/or limbs being trimmed or removed for delivery purposes, so they do not damage the structure. It is the customers sole responsibility to provide cement blocks for leveling purposes prior to and upon delivery. The 1 year warranty will be void if these standards are not met.

5. **Early Purchase Option**

If you are current, you can buy the Property at any time for the early payoff amount, after you have made a total of 5 months payments.

6. **Other Charges**

All of these charges are reasonably related to the services performed.

The total cost does not include other charges:

In-house Collection	Loss Damage Waiver (LDW)	Late Fee	Redelivery Fee
\$150.00	\$10.33 / month	\$10.00	\$500.00
If we send someone to your residence to collect payment, you must pay this fee.	See Item below.	If your payment is not paid within 7 days of the renewal date, you must pay this fee.	If we pick up the Property and later deliver it to you, you must pay this fee.

NSF Fee \$30.00

If your check is returned unpaid for any reason, you must pay this fee.

Loss Damage Waiver (LDW) (OPTIONAL)

By choosing this optional LDW, you will not be liable for any loss of or damage done to the Property from most causes. You will still be liable for loss due to mysterious disappearance, abandonment of the Property, or any other loss or damage that is intentionally caused by you or that results from your willful or wanton misconduct. You must be current to claim LDW. The total LDW fee you will pay under this Agreement if you pay the Total Cost is \$619.80.

GB

Accept LDW

_____, Decline LDW

7. **Risk of Loss**

You are liable for the loss of, destruction of, or damage to the Property from all causes. Your liability will be the lesser of the fair market value of the Property on the date of loss or the cost of repair.

Handwritten initials

15. Use of the Property

You cannot allow the Property to be used for any unlawful purpose. You cannot allow any person or any animal to live in the Property.

16. Our Rights to Take Possession

If you do not renew this Agreement, we have the right to take possession of the Property. If you do not allow us to do so, you must pay our costs incurred in taking possession of the Property including reasonable attorney's fees and court costs if we incur them.

17. Forbidden Acts

You cannot sell, mortgage, pawn, pledge, encumber, hock, dispose of or structurally change the Property or move it from your current residence, without our consent. If you do so, it is a breach of this Agreement, and we will have the right to immediate possession of the Property.

18. Warranty

If you acquire ownership of the Property, we will transfer any manufacturer's warranty still in effect if it is transferable.

19. Contact with You

You agree that we or our agents can contact you regarding your account with us via telephone, including cell phones, or text message at any number you have given us or that you give us in the future, even if you are charged for the call. You also agree that we can contact you using automatic dialing or with prerecorded messaging. You acknowledge that the number(s) you have given us are for phone(s) that belong to you. You can cancel this consent to get automatic dialing or prerecorded messaging calls by notifying us of your desire to do so.

20. ARBITRATION AND WAIVER OF JURY TRIAL.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION IN THE MANNER DESCRIBED BELOW, YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY TRIAL, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED FOR IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

Agreement to Arbitrate. You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration. This agreement to arbitrate is governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and the substantive law of the State of where you live (without applying its choice-of-law rules). Nothing in this arbitration agreement is intended to prevent either of us from filing a lawsuit in an appropriate small claims court for an amount that does not exceed the court's jurisdictional limits. If counterclaims or other motions would cause the lawsuit to be removed from small claims court to another court, the dispute must be resolved by arbitration.

Handwritten initials

Applicable Law and Review of Arbitrator's Award. The arbitrator shall apply applicable federal and the substantive law of the state where you live and the terms of this Agreement. The arbitrator must apply the terms of this arbitration agreement, including without limitation the waiver of class-wide arbitration. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and with applicable law, and if it is not, it may be set aside by a court. The parties shall have, in addition to the grounds referred to in the Federal Arbitration Act for vacating, modifying, or correcting an award, the right to judicial review of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under the substantive law of the state where you live and applicable federal law. Judgment confirming an award in such a proceeding may be entered only if a court determines that the award is supported by substantial evidence and is not based on legal error under the substantive law of the state where you live and applicable federal law.

Survival. This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

Right to Opt-Out. If you do not wish to agree to arbitrate all Disputes in accordance with the terms and conditions of this section, you must advise us in writing at our address, above, by either hand delivery or a letter postmarked no later than thirty (30) days following the date you enter into this Agreement. You may opt-out without affecting your application or status as a lessee at our address above.

21. Notice to Lessee

Do not sign this Lease Agreement before you read it or if it contains any blank spaces. You are entitled to an exact copy of the Lease Purchase Agreement you sign. Keep it to protect your legal rights.

22. Bankruptcy Notifications.

Should Consumer file bankruptcy at any time during the life of the Lease Agreement, Consumer's attorney must be advised that this Lease to Own Agreement meets the requirements of the Kentucky Lease to Own Laws. Therefore, Consumer will be required to either assume or reject the Lease to Own Agreement on schedule G as an "unexpired lease/executory contract". If Lease to Own Agreement has been terminated, Consumer will be required to cure the default immediately in order to assume the Lease to Own Agreement & resume full, monthly lease payments paid directly to the Lessor. The Leased Property is NOT to be considered a personal asset, personal property, secured asset of the Consumer. Consumer does NOT have any ownership rights in the Lessor's personal leased Property. Any listing of such otherwise could compel Lessor to file for lift of stand nd/or objection to the plan, in order to recover our personal Leased Property.

Consumer's Initials _____

Land Owner's Permission



LESSOR:
Xpress RTO



(229) 569-1252
Primary



Email



1971 US Highway 60 E, Salem, KY 42078
Address

I, Jonathan Barnes, the landlord, owner, or property manager of premises below, give Xpress RTO and any of its employees ("Building Lessor") express permission:

(1) to place a 12x16 EcoShed (Serial: ES-1216-042425-000078) at 201 Montague Street, Franklin, KY 42134, for Jonathan Barnes, order number: 0C-00725

(2) to at any time deemed necessary by Building Lessor or any of its employees, come onto the premise at 201 Montague Street, Franklin, KY 42134 for maintenance, repair, or to pick up/repossess the building in case of non-payment. In case of late payment, cancellation of Rental Purchase Agreement, or breach of contract by Tenant, I, the landlord, owner, or property manager give Building Lessor, and its employees and agents, express permission to remove any fence, tree, or any other object that may encumber retrieval of the storage building. I also understand that by signing this agreement, I release Building Lessor, and its employees and agents, from any responsibility for any damage to the premises or restoration of fences, etc. caused by the retrieval of the storage building.



LESSEE/RENTAL CUSTOMER:
Jonathan Barnes



(270) 253-2259
Primary



jbarnes94jeep@yahoo.com
Email



201 Montague Street, Franklin, KY
42134
Address



LAND OWNER:
Jonathan Barnes



(270) 253-2259
Primary



jbarnes94jeep@yahoo.com
Email



201 Montague Street, Franklin, KY
42134
Address

Signature:

Date: 06-06-2025

Signature:

Date: 06-06-2025

Certificate of Delivery



Customer: Jonathan Barnes
Physical Address: 201 Montague Street
City, State, Zip: Franklin, KY, 42134
Dealer Name: Factory Direct Sheds LLC
Delivery Notes:

Driver: Jarred Sanders
Date Delivered: 06/12/2025 at 4:31:53 PM CDT
Serial Number: ES-1216-042425-000078
Property Description: EcoShed 12 x 16
Coordinates: lat: 36.71878, lon: -86.58054

My signature below confirms that I have inspected and accepted delivery of the property with complete satisfaction. I understand that **I may be contacted** to complete a short survey about my account and property.



Customer Signature:

Date: 06/12/2025 at 4:32:44 PM CDT