



RTO - \$150 Down
EcoShed 60 Months

Invoice # 80-02070

Invoice From:
**XPRESS BUILDINGS
LLC**

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

Ship To:
EARL NICHOLAS

541 LIBERTY ROAD
EUBANK, KY 42567
(423) 354-4385
NICHOLASEARL62@GMAIL.COM

Dealer:
**Factory Direct
Sheds LLC**

1971 US HIGHWAY 60
EAST
Salem, KY 42078
(912) 592-9717

Order Type:
New Build Sale
Date:
08/01/2025
Agent:
Ethan Nettles

Description	Quantity	Total
EcoShed 12x16	1	\$4,190.00
Serial Number #ES-1216-080125-000964		
Siding: Siding Paint Colors - Toasted Almond, Trim: Siding Paint Colors - White, Roof: Metal Roofing - 29GA 40YR - Black		
Steel Door (Solid)	1	\$370.00
Sub-Total Adjustment		\$550.00
UPGRADE 16 INCH CENTER STUDS, AND ADD OSB ON ROOF. DELIVERY FEE		

Subtotal	\$5,110.00
Monthly Payment Before Taxes	\$189.26
KY State Sales Tax(6%)	\$11.36
Total Monthly Sales Tax	\$11.36
Liability Waiver Program	\$11.36
Total Monthly Payment	\$211.98
Processing Fee	\$150.00
Delivery	FREE
Amount PAID	\$150.00

on 08/08/2025 via Credit card

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.

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

Notice of Soft Credit Inquiry

In accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681b), we may obtain a "soft" credit inquiry to confirm your identity and to determine eligibility for our financing options. This type of inquiry **does not affect your credit score** and is visible only to you on your personal credit report. By proceeding, you acknowledge and consent to this soft pull for the limited purposes stated above.

TERMS AND CONDITIONS OF SALE

Controlling Terms and Conditions.

These terms and conditions of sale of XPRESS BUILDINGS LLC ("Seller") and any attachments hereto take precedence over any additional or different terms and conditions, if any, of the purchaser EARL NICHOLAS ("Purchaser"), to which notice of objection is hereby given. Seller's acceptance of this order is expressly conditioned upon Purchaser's acceptance of these terms and conditions. These terms and conditions, together with any other written agreement directly related to this transaction, will constitute the entire agreement between the parties with respect to the portable building(s) sold hereunder.

Modification or Relocation of Building. Any building that is currently or is to be out on a rent to own contract is NOT to be altered or modified in any way until the building is paid in full, nor under any circumstance can it be relocated. You must first contact the rental company to schedule a move. Any building that is moved to a different location without the consent of the rent to own contract holder will be considered stolen and the culprit WILL be prosecuted to the full extent of the law.

Not for Re-Sale or Human Occupancy;Release & Indemnification. Purchaser acknowledges that the portable building(s) sold hereunder may not be re-sold in a retail manner, and are NOT DESIGNED OR SUITABLE FOR HUMAN OCCUPANCY OR HABITATION. Accordingly, Purchaser hereby releases and forever discharges Seller, and will indemnify, defend and hold Seller harmless, to the maximum extent permitted by law, from and against any claims, liability, expenses, regulatory or administrative actions, injunctions, damages, or cost of any kind, including without limitation reasonable attorney fees, arising from or in connection with (i) the purchaser's sale or transfer of any portable building(s) to any other person or entity, (ii) the human occupancy or portable building(s) sold hereunder, (iii) the modification of any portable building(s) in any manner that results in the square footage of any portable buildings exceeding 400 square feet, or (iv) the placement of any such portable building(s) within three feet of any other structure or property line.

Compliance with Laws.Purchaser hereby represents and warrants to Seller that Purchaser has complied, and Purchaser's use and placement of the portable building(s) sold hereunder will comply, with all federal, state and local laws and regulations, including without limitation local zoning codes, setbacks, covenants,permits and land use regulations, Seller does not represent that the portable building(s) sold hereunder are approved for use or placement in any specific location. Purchaser is responsible for determining whether the portable building(s) may be used or placed in any specific location or for any particular purpose, and purchaser's inability to use or place the portable building(s) sold hereunder in any specific location or manner.

Risk Of Losswill pass to purchaser upon delivery. Seller will attempt to deliver the portable building(s) sold hereunder one time at (i) no additional charge for deliveries within 50 odometer miles of the location of purchase,(ii) at an additional, one way charge of \$3.00 per mile for every additional odometer mile beyond the first 50. Delivery means transport of the portable building(s) to purchasers specified destination and release of portable building(s) on to a reasonably level, location that is service accessible by truck with adequate clearance for the portable building(s), and leveling the portable building(s) with treated wood blocks or suitable concrete blocks to be provided by Purchaser. Unless otherwise confirmed in writing by Seller, adequate clearance requires, at a minimum (i) three feet of clearance from any other structure or any property line on any side of portable building(s) as they will be delivered, and (ii) overhead clearance equal to the height of the portable building(s) plus four feet. Seller or Seller's delivery personnel, in its or their sole discretion will determine whether there is adequate access and clearance to Purchaser's proposed delivery sight and whether the surface is sufficiently level and suitable to support the portable building(s) sold here-under. If seller determines for any reason that the delivery cannot be completed, purchaser and seller will arrange for a second delivery attempt at an additional, one way charge of \$3.00 per mile for every odometer mile from the location of purchase. Purchaser releases and forever discharges Seller from any liability resulting from any damage to Purchaser's property incurred during

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Sign 

08/01/2025

Date

Customer Data Sheet



LESSEE/RENTAL CUSTOMER:
EARL NICHOLAS



(423) 354-4385
Primary Phone



144932552
KY Driver's License Number

(423) 627-7778
Secondary Phone



05/28/1965
Birth Date



NICHOLASEARL62@GMAIL.COM
Email



***-**-2203
Social Security Number



541 LIBERTY ROAD , EUBANK, KY 42567
PULASKI County
Billing Address



RETIRED
Employer

541 LIBERTY ROAD , EUBANK, KY 42567
PULASKI County
Delivery Address

(423) 354-4385
Employer's Phone



REFERENCE 1:
LUKE ZIMMERMAN CLARK



REFERENCE 2:
JOHNATHON NICHOLAS



(423) 627-7778
Phone



(570) 238-1004
Phone



FRIEND
Relationship



FRIEND
Relationship



KY
State



KY
State

3. Lease Purchase Ownership

If you make **60** monthly Lease Payments, for a Total Cost of **\$12,718.80** 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	\$11.36 / 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 \$681.60.

 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.

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.

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, EARL NICHOLAS, 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-1216-080125-000964) at 541 LIBERTY ROAD , EUBANK, KY 42567, for EARL NICHOLAS, order number: 80-02070

(2) to at any time deemed necessary by Building Lessor or any of its employees, come onto the premise at 541 LIBERTY ROAD , EUBANK, KY 42567 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:
EARL NICHOLAS



(423) 354-4385
Primary



NICHOLASEARL62@GMAIL.COM
Email



541 LIBERTY ROAD , EUBANK, KY
42567
Address



LAND OWNER:
EARL NICHOLAS



(423) 354-4385
Primary



NICHOLASEARL62@GMAIL.COM
Email



541 LIBERTY ROAD , EUBANK, KY
42567
Address

Signature: 

Date: 08-01-2025

Signature: 

Date: 08-01-2025

DRIVER LICENSE



Earl Lloyd, Jr.

VETERAN

TELE-VOLUNTEER STATUS

USA
TN

NOT FOR REAL ID ACT PURPOSES

DL NO. **144932552** DOB **07/28/1965**

EXP **10/09/2028** ISS **10/09/2020**

CLASS **DM** END **NONE**

REST **NONE**

SEX **M** HGT **6'-00"** EYES **BLU**

DD **7302019091203277**

NICHOLAS

EARL LLOYD, JR

229 RIDGE TOP CIR

SUNBRIGHT, TN 37872