



# Peak Truss Builders, LLC

PO Box 340, New Hill, NC 27562

## Agreement to Purchase

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Job #:	Description:	Notes:
<b>Q-2001892</b>	<b>Weaver Smith Residence V2</b>	Floor Trusses I-Joists LVLs
Customer:	Contact:	S&S Contracting
<b>JE Womble and Sons</b>	<b>Steve Butts 919-669-2998</b>	
Address:	Site Address:	
<b>805 W Front St PO Box 580 Lillington NC 27546</b>	<b>503 Ballard Rd Fuquay Varina NC</b>	
<b>O: (910) 893-4347 Keith Bullock (919) 427-4628</b>		
Truss Design Date:		

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### Please Review the terms and conditions for the above captioned job

I have examined the attached design package and agree to purchase from PEAK TRUSS BUILDERS, LLC (hereinafter Peak) the articles therein described. I acknowledge that the layouts and truss designs attached hereto have been produced using plans and data provided to Peak by me, and having examined them, do hereby agree that the products represented by these designs are acceptable for use in the structure I intend to build. I understand that orders may not be cancelled once material has been cut for the job.

TERMS: I understand and agree that purchased items shall be invoiced as delivered, and that payment shall be due subject to the terms disclosed at time of order. I agree that a finance charge of 1.5% per month may be assessed on accounts 30 days or more past due. I agree to pay the costs of collection on accounts past due, including but not limited to reasonable attorney's fees and court costs. Verbal Orders shall incorporate all of the terms and conditions contained herein, and Verbal Orders, once accepted by Peak, are binding upon Purchaser.

I acknowledge that it is my responsibility to verify quantities, spans, pitches, overhangs, bearing locations, point load locations, size and location of required openings, and other contractor-verifiable items related to the proper function and appearance of these products, and to notify Peak at least five days prior to the scheduled cutting and/or manufacture of the products described herein of any changes I want made. I acknowledge loads imposed. I acknowledge that Peak is responsible only for the design of the components supplied by Peak, and is not responsible for building design.

DELIVERY: I agree to provide for a reasonably smooth, level and accessible area for delivery of trusses at the job site. I understand that trusses are delivered on a 60' long "roll off" tractor-trailer, and I will insure that the approach path to the desired drop location is straight, level, compacted, and with clear width and height of at least 13 1/2 feet. Should Peak's delivery truck arrive at the jobsite and find that these conditions are not met and trusses cannot be dropped, I will be responsible for re-delivery costs. Should Peak attempt to deliver despite these conditions not being met, I accept responsibility for damage caused by and to unlevel ground or obstacles. Should the delivery vehicle get stuck on my jobsite, I agree to pay reasonable and actual towing costs.

If I am not present at the jobsite at the time of delivery, I authorize Peak to use their reasonable judgement in deciding whether and where to unload the order, and do hereby indemnify Peak from any liability for damages resulting from the exercise thereof. I agree that estimated delivery dates and times are made on a "best effort" basis, and that Peak shall not be liable for costs occasioned by delays in delivery.

INSTALLATION: I understand that it is my responsibility to be knowledgeable of the warnings and recommendations related to the safe handling and erecting of wood trusses as described in WTCA Manual BCSI 1-03 or its equivalent. I understand and agree that I, as the builder/contractor, am solely responsible for the safe and proper installation of these products, and to ensure that the installation is in conformance with engineering and permanent bracing notes included as part of the design package.

BRACING: I understand that Truss Bracing and Building Bracing are the responsibility of the Engineer of Record. Peak will provide guidance on the types and recommended locations for bracing, but it is my responsibility to understand and oversee the overall Bracing Design for the building of which trusses are a part.

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Signed: \_\_\_\_\_

Date: \_\_\_\_\_