



# Tiny Home Construction and Sale Agreement

## I Contract Parties

This Tiny Home Construction and Sale Agreement (this "agreement") is made on \_\_\_\_\_ (Effective date), between Tiny Innovations LLC, an Oregon corporation ("manufacturer") and Client (enter client name), as identified in this Section I, for the design and construction by Tiny Innovations LLC of a custom recreational vehicle (Tiny Home)

**Client Name(s)** \_\_\_\_\_

**Client Address** \_\_\_\_\_

**Phone Number** \_\_\_\_\_

**VIN Number** \_\_\_\_\_

**Tiny Home Trailer Length** \_\_\_\_\_

## II Contract Documents; Building Plans

The terms of this agreement include the terms and conditions of the following additional documents, all of which are incorporated herein by reference:

1. Tiny Home Reservation Agreement, signed and dated \_\_\_\_\_
2. Building plans (defined herein) as may be supplemented, amended or modified in accordance with a Change Order as defined herein;
3. Any Change Orders executed in accordance with this agreement; and
4. Tiny Home Limited Warranty

(collectively, the "Agreement Documents"). The construction and design documents, including the floor plan layout ("Building Plans") have been and will continue to be prepared as necessary by Tiny Innovations LLC and submitted to and approved by Client. The Client may submit a request to edit, modify or alter Building Plans only at the consent of Tiny Innovations LLC and in accordance with *Section VI Change Orders*. Tiny Innovations LLC makes no representation about the quality of the Building Plans beyond those specifically provided in the warranties clause of this agreement.

Tiny Innovations shall be deemed the author and owner of the Building Plans and shall retain all common law, statutory, and other reserved rights, including copyrights. Any distribution of the Building Plans for regulatory approval in connection with the building of the tiny home shall not be construed as publication in derogation of Tiny Innovations' reserved rights.



This agreement shall prevail over any conflicting provisions in the Agreement Documents and any other documents, e-mails, or other communication, whether written or oral, between the parties with respect to the subject matter herein.

### III. Contract Price

The Contract Price consists of the base price for a Tiny Home of trailer length listed above with standard finishes included in the base model, plus any additions, upgrades or modifications designated and agreed to in the Building Plans.

- \$ \_\_\_\_\_ (Base Price)
- \$ \_\_\_\_\_ (additions & upgrades designated in Building Plans)
- \$ \_\_\_\_\_ (Discount when applicable)
- \$ \_\_\_\_\_ (Total Contract Price)

Upon execution of this Agreement, Client shall immediately pay \$ \_\_\_\_\_ (% discussed with Tiny Innovations prior to beginning the build). Upon completion of the build of the Tiny Home, but prior to delivery/pick up (as defined herein), client shall pay remaining amount due to Tiny Innovations, (Collectively "final payment") which is the amount of \$ \_\_\_\_\_ (remaining amount), **plus the total amount invoiced to client from all unpaid change orders.** Tiny Innovations shall prepare a final statement of the Final Payment for client and such Final Payment shall be due upon completion of the build and prior to release of the tiny home. **Delivery of the Tiny Home cannot be scheduled, and client is not entitled to possession of the Tiny Home until the Final Payment is paid in full to Tiny Innovations LLC.**

If this agreement is terminated by Client prior to the completion date, client will be liable for any costs incurred by Tiny Innovations LLC for labor, material, general construction fees, permits, any miscellaneous costs and fees or any other costs associated with overhead, over-time, and due to normal business practices in connection with the construction of the Tiny Home, along with the termination fee in the amount of \$ \_\_\_\_\_ (% of the contract price).

### IV. The Work

Tiny Innovations LLC shall furnish all labor and materials necessary to construct a Tiny Home for Client in accordance with the Building Plans. Tiny Innovations LLC shall

supervise and direct the work, shall be responsible for coordinating all portions of the work, and shall be responsible for and shall dictate all construction means, methods, techniques, sequences, and procedures.

Tiny Innovations will commence construction of Client's Tiny Home within 30 days after the effective date and will substantially complete the work (through building, not delivery) within 6-8 weeks of the effective date. (i.e The Completion Date). However, Tiny Innovations LLC is not responsible for performance and construction delays beyond manufacturers control, including but not limited to: the actions, neglect or default of client, acts of god, acts of war, vandalism, fire, shortages of materials or labor, delays caused by governmental agencies and utility companies, adverse weather that interferes with construction, or delays caused by client extras and/or change orders (as defined below). The completion date shall be extended for a reasonable period equivalent to the time lost by reason of any or all of the aforementioned causes. Manufacturer is not liable for damages if substantial completion of the work occurs subsequent to the completion date, except where delay of substantial completion of the work is due to the act, neglect or default of Tiny Innovations LLC and its employees, contractors, subcontractors, or others under its direction, control, or supervision. In no event shall manufacturer be liable for consequential damages.

## VI. Change Orders

No changes from or additions to the Building Plans shall be made by Tiny Innovations LLC or Client unless agreed to in writing under a change order in the form attached hereto as Exhibit A (a Change Order), and available electronically through BuilderTrend. Such agreed upon changes must be evidenced by an executed change order prior to the commencement of work or ordering materials related thereto. The increased cost of any Change Order Work shall be added to the Contract Price and shall be designated on the Change Order as an additional amount owed by client. **Costs and fees incurred with a Change Order must be paid in full within 7 days of the change order date.** The Completion Date of the work shall be changed, as applicable, by mutual agreement of the parties as evidenced within the Change Order, by the difference in the time required to complete the Change Order work, plus any delays due to re-scheduling conflicts with Tiny Innovations' material suppliers and/or labor force.

Notwithstanding the foregoing, upon prior notification to and approval by client, manufacturer shall have the right to substitute components and construction materials of equal or better quality and make minor design changes to the Building Plans which do not materially affect value. Certain requested changes or upgrades may not be feasible depending on the stage of construction, availability of materials or structural issues. All Change Orders are subject to the final approval of Tiny Innovations LLC.

## **VII. Late Payments**

Payments not made within 7 days when due hereunder shall incur interest rate at (%) per year from the date the payment is due. IF client fails to pay Tiny Innovations LLC within 7 days of the date payment is due, manufacturer may, in its sole discretion, stop work and keep the job idle until such time as payments that are due to the manufacturer are paid in full. If Tiny Innovations LLC chooses not to stop work after payment delay, such choice shall not be construed as a waiver of its rights to stop work if future payments are delayed. All attorney fees incurred by manufacturer to collect sums owed by client shall be paid by client, together with interest as provided above.

## **VIII. Access to the Property Site**

Client shall have access to Tiny Innovations LLC facility during normal business hours and the right to inspect the work in the presence of the manufacturer. Client must give manufacturer 48 hours' written notice before visit. If client visits Tiny Innovations facility, he or she does so at his or her own risk, and client hereby releases Tiny Innovations LLC and does hereby hold Tiny Innovations harmless from any and all claims of injury or damage to his or her person or property, and to the person or property of any person accompanying client.

## **XI. Delivery**

The contract price includes initial delivery only. Upon completion of the build of Client's tiny home and receipt by Tiny Innovations of the final payment, the delivery or pick up will be scheduled. Delivery or pick up shall be scheduled for a reasonable date, but in no event shall delivery or pick-up be made later than 30 days after receipt by Tiny Innovations of final payment. (such 30-day time period, "Delivery Window"). Notwithstanding the foregoing, road conditions, weather and other events outside of manufacturer's control may cause delay in delivery or pick up beyond the delivery window, in which case manufacturer shall promptly notify client of the delay in which client shall use reasonable efforts to deliver or pick up the Tiny Home in a reasonable time frame. Tiny Innovations shall not be liable or responsible to client, nor be deemed to have defaulted under or breached this agreement for any failure or delay in delivering the Tiny Home within the delivery window, when such failure or delay was caused by events outside of manufacturer's control.

Manufacturer is not responsible for any dealings with the applicable Department of Motor Vehicles (or similar entity) besides providing a manufacturer's Certificate of Origin

to the client upon delivery. Upon delivery, client must sign Tiny Innovations Delivery Release Form, unless client has notified manufacturer of an immediate deficiency.

**THE SALE OF THE TINY HOME TO CLIENT UNDER THIS AGREEMENT IS FINAL. UNDER NO CIRCUMSTANCES IS CLIENT ENTITLED TO A REFUND OR TO A RETURN OF THE TINY HOME.**

## **X. Inspection, Completion and Possession**

Within 7 days of Delivery or pick up, client shall submit to Tiny Innovations a signed and dated list that identifies any alleged deficiencies in the quality of the work or materials used in building the Tiny Home ("Deficiencies List"). Manufacturer shall correct any items on the Deficiencies List that are, at sole discretion and in the good faith judgment of the manufacturer, deficient in the quality of work and/or the materials of the standards of manufacturer. Tiny Innovations will correct such items within a reasonable period of time. If no deficiencies list is furnished to Tiny Innovations within 7 days of the date of delivery or pick up, client shall sign a certificate of acceptance acknowledging that the defects on the deficiencies list have been corrected according to the standards of this agreement, and thereafter all claims for deficiencies shall be made as warranty claim under the Limited Warranty.

## **XI. Limited Warranty**

Manufacturer has supplied client with manufacturer's limited warranty prior to the effective date of this agreement. Manufacturer warrants the Tiny Home for (i) one year from the delivery date of the tiny home against defects in material and craftsmanship/workmanship; (ii) one year from the delivery date of the tiny home against system and mechanical defects; and (iii) one year from the delivery date of the tiny home against structural integrity failures. These are the sole and exclusive remedies available under this Limited Warranty.

Manufacturer's Limited Warranty does not apply to any product failure or defects arising from (i) damage caused by abuse, misuse, neglect, failure to provide maintenance (such as cleaning the gutters, draining the water heater, touching up the caulk or grout, or dealing with pests), or failure to maintain adequate ventilation and humidity levels in the tiny home; (ii) normal wear and tear, deterioration of construction materials within expected levels, including warpage or shrinkage within industry standards, or changes due to weather conditions, natural disasters, or soil movement or settling; (iii) damage caused by third parties "act of God", such as earthquakes, floods, animals, or lightning strikes; (iv) damage caused by client or third parties hired by client to work on the tiny home; (v) housing costs and living expenses if client has to move out while covered repairs are being made to the tiny home; (vi) home appliances or

equipment that are part of the tiny home, such as your refrigerator, stove, dishwasher, heaters, which come with warranties provided by their manufacturers (such manufacturer-provided warranties represent Client's sole remedy with respect to the defects related to those products); (vii) temperatures inside the tiny home being allowed to exceed 100 degrees or go below 55 degrees Fahrenheit; (viii) pipes are not being emptied when the tiny house is vacated for any period of time; (ix) not installing a "skirt" around the base of the tiny house; or (x) damaged caused in transporting or relocating the tiny home.

ANY ADDITIONS, UPGRADES AND MODIFICATIONS MADE TO THE BASE MODEL OF THE TINY HOME ARE NOT COVERED BY THIS LIMITED WARRANTY UNLESS OTHERWISE NOTED, INCLUDING BUT NOT LIMITED TO THOSE ADDITIONS, UPGRADES AND MODIFICATIONS IDENTIFIED IN THE BUILDING PLANS OR THOSE IDENTIFIED IN ANY CHANGE ORDER BETWEEN MANUFACTURER AND CLIENT. CLIENT UNDERSTANDS THAT DEVIATIONS FROM MANUFACTURER'S PREFERRED MATERIALS IN THE BASE MODEL ARE TAKEN AT CLIENTS OWN RISK.

If your tiny home needs warranty service, please contact manufacturer at [info@innovatetiny.com](mailto:info@innovatetiny.com) or call (503)912-3696 during regular business hours to make arrangements for warranty work or inspection. Except as provided below, Tiny Innovations LLC will perform all warranty work in our warehouse located in Gresham, Oregon. Client is responsible for the cost of transporting the tiny home to and from Gresham, Oregon for any warranty work. However, Tiny Innovations LLC reserves the right to hire a contractor near client, at manufacturer's expense, to perform warranty work when, in manufacturer's sole discretion, such work can more efficiently and effectively be performed in such manner.

DISCLAIMER AND LIMITATION OF LIABILITY. THE WARRANTIES SET FORTH HEREIN AND IN MANUFACTURER'S LIMITED WARRANTY ARE EXCLUSIVE AND NO OTHER EXPRESS WARRANTIES ARE MADE BY TINY INNOVATIONS LLC OR ARE AUTHORIZED TO BE MADE WITH RESPECT TO THE TINY HOME. IN NO EVENT WILL TINY INNOVATIONS LLC, ITS DISTRIBUTORS, OR ITS RESELLERS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, OR COMMERCIAL LOSS ARISING FROM USE OR FAILURE OF MANUFACTURER'S PRODUCTS, TO THE FULL EXTENT THAT SUCH DAMAGES CAN BE DISCLAIMED UNDER APPLICABLE LAW. THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE EXCLUSIVE.

Some states do not allow the exclusion of incidental or consequential damages, so the above limitations may not apply to the client. This warranty gives client specific legal rights, and client may also have other rights that vary from state to state.

## **XII. Disputes**

Any dispute or claim that arises out of or which relates to this Agreement, or to the interpretation or breach thereof, or to the existence, scope, or validity of this agreement, shall be resolved by a single arbitrator in accordance with the then effective arbitration rules of (and by filing a claim with) the Arbitration Service of Portland, INC., and judgement upon the award rendered pursuant to such arbitration may be entered in any court of having jurisdiction thereof. The parties agree to be bound by this arbitration clause, and this arbitration clause shall not preclude any party from filing or asserting statutory lien or from commencing suit to foreclose such lien, but the foreclosure suit shall be stayed until the rendering of the arbitration award, which award shall be binding in such foreclosure suit as to all matters determined in arbitration, and the lien may then be foreclosed to the extent permitted by law.

In the event suit or action is brought, or an arbitration proceeding is initiated, to enforce or interpret any of the provisions of this agreement, or that arise out of or relate to this agreement, the prevailing party shall be entitled to reasonable attorney fees in connection therewith. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party shall be decided by the arbitrator(s) (with respect to attorney fees incurred prior to and during the arbitration proceedings) and by the court or courts, including any appellate court, in which such matter is tried, heard, or decided, including court that hears a request to compel or enjoin arbitration or to stay litigation or that hears any exceptions or objections to, or requests to modify, correct, or vacate, an arbitration award submitted to it for confirmation as a judgment (with respect to attorney fees incurred in such court proceedings).

## **XIII. Primary Residence Agreement**

Manufacturer does not build or sell any travel trailers, as defined in the Oregon Revised Statutes, for the purpose or use as a primary residence. The travel trailers produced by manufacturer are for the use and purpose of temporary dwelling for an amount of time equal to or less than 49% of any calendar year.

## **XIV. Miscellaneous**

- A. Binding Effect:** This agreement is binding on and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and permitted assigns.



- B. Assignment: Neither this agreement nor any of the rights, interests, or obligations under this agreement may be assigned by any party without the prior written consent of the other party.
- C. Notices: All notices and other communications under this agreement must be in writing and will be deemed to have been given if delivered personally, sent by facsimile (with confirmation), sent by e-mail (with confirmation of delivery), mailed by certified mail, or delivered by an overnight delivery service (with confirmation) to the parties at the following addresses or facsimile numbers( or at such other address or facsimile number as party may designate by like notice to the other parties):

To Manufacturer:                    Tiny Innovations LLC  
                                                  21948 NE Glisan St  
                                                  Gresham, Or 97030  
                                                  Attn: Jeremy Killian  
                                                  Email: [Jeremy@innovatetiny.com](mailto:Jeremy@innovatetiny.com)

To Client:                                \_\_\_\_\_ (Name)  
                                                  \_\_\_\_\_ (Address)  
                                                  \_\_\_\_\_ (Contact #)  
                                                  \_\_\_\_\_ (Email)

Any notice or other communication will be deemed to be given (a) on the date of personal delivery, (b) at the expiration of the third day after the date of deposit in the United States mail, or (c) on the date of confirmed delivery by facsimile, e-mail or overnight delivery service.

- D. Amendments: This agreement may be amended only by an instrument in writing executed by all the parties, which writing must refer to this agreement.
- E. Construction: The captions used in this agreement will be provided for convenience only and will not affect the meaning or interpretation of any provision of this agreement. All references in this agreement to "section" or "sections" without additional identification refer to the Section or Sections of this agreement. All words used in this agreement will be construed to be of such gender.
- F. Counterparts; Transmittal: This agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one and the same agreement. A signed copy of this agreement delivered facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy





of this agreement. At the request of any party, the parties will confirm electronically transmitted signatures by signing an original document.

- G. Further Assurances: Each party agrees to execute and deliver such other documents and to do and perform such other acts and things as any other party may reasonably request to carry out the intent and accomplish the purposes of this agreement.
- H. Governing Law: This agreement will be governed by and construed in accordance with the laws of the state of Oregon, without regard to conflict-of-laws principles.
- I. Severability: If any provision of this agreement is deemed to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this agreement will not be impaired in any way.

IN WITNESS THEREOF, the parties have caused this Tiny Home Construction and Sale Agreement to be executed as of the Effective Date.

**Manufacturer:**

Tiny Innovations LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Client:**

Signature: \_\_\_\_\_

Print Name(s): \_\_\_\_\_

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