



DATE OF SALE: \_\_\_\_\_

<b>PURCHASER NAME</b>	<b>BILLING ADDRESS</b>	<b>SHIPPING ADDRESS (IF DIFFERENT)</b>
<b>PHONE</b>	<b>EMAIL</b>	<b>INSTALL DATE</b>

<b>SPECIAL INSTRUCTIONS</b>	<b>PAYMENT. METHOD</b>	<b>Location of Shelter</b>
	<input type="checkbox"/> CASH <input type="checkbox"/> CHECK <input type="checkbox"/> CREDIT	
	CHECK NO:	
	CC NO.:	
	EXP DATE:	

<b>SHELTER</b>	<b>SIZE (Please circle)</b>				<b>PRICE</b>	
UNDERGROUND STEEL SHELTER, GARAGE UNIT	<b>SMALL</b>	<b>MEDIUM</b>	<b>LARGE</b>	<b>SUPER JUMBO</b>		
UNDERGROUND STEEL SHELTER, OUTDOOR UNIT	<b>MEDIUM</b>					
UNDERGROUND CONCRETE SHELTER, SLOPE FRONT	<b>SMALL</b>	<b>MEDIUM</b>	<b>LARGE</b>			
UNDERGROUND CONCRETE SHELTER, FLAT TOP	<b>MEDIUM</b>		<b>LARGE</b>			
ABOVE-GROUND STEEL SHELTERS	<b>3X5</b>	<b>4X4</b>	<b>4X6</b>	<b>4X8</b>	<b>5X7</b>	<b>OTHER: _____</b>
UPGRADES/NOTES						

	SUBTOTAL:	
How did you hear about us?	DEPOSIT (MINIMUM \$100-NON-REFUNDABLE):	
	AMOUNT DUE ON INSTALLATION:	

**AGREEMENT**

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

- 1) PURCHASE.** Purchaser hereby purchases, or has purchased from a Tornado Safe authorized dealer, the above-described shelter for the designated price to be installed by Tornado Safe at the above-described location.
- 2) CONTRACT DOCUMENTS.** Purchaser acknowledges receipt, review and understanding of the terms of, and agrees with (i) the Additional General Conditions and Terms stated on the back of this Agreement, and (ii) Tornado Safe's General Warranty and Disclaimers; both also available at [www.tornadosafe.com](http://www.tornadosafe.com).
- 3) ADDITIONAL CHARGES.** The following additional charges may apply: (A) if a jack hammer is required, an additional charge of \$100/hour applies; the first 60 minutes is free; (B) Items must be moved prior to installation where work is being done (10' area) or reasonable relocation charges will apply; (C) in the unexpected instance natural water is found in shelter hole during install, gravel will be placed for an additional \$150; (D) above-ground units installed beyond Purchaser's garage (connected to driveway) may require additional charges estimated prior to installation as the unit's weight creates difficulty moving to other areas of the Purchaser's home or property.
- 4) AUTHORITY TO CONTRACT FOR OWNER.** Purchaser represents and warrants that he or she is the owner or authorized agent of the owner or owners of the above-described property (the "Property") where the shelter/item is to be installed and that he/she has full authority to enter into this Agreement and bind himself / herself and the owner or owners of the Property (whether a spouse or otherwise), and consents to and agree to be bound by the terms herein.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

TORNADO SAFE, LLC, an Oklahoma limited liability company:      PURCHASER:

\_\_\_\_\_  
It's Authorized Representative

\_\_\_\_\_  
Printed Name/Signature



#### ADDITIONAL GENERAL CONDITIONS AND TERMS

- 5) PAYMENT DUE DATE AND INTEREST. Full payment due at installation. All amounts due and unpaid after installation shall bear interest at the rate of 1 and ½ percent (1.5%) per month from installation until paid. Tornado Safe's General Warranty shall become effective only upon full payment of all amounts due. Tornado Safe reserves the right to impose a 3% surcharge on all payments made by credit / debit card.
- 6) QUESTIONS. For questions, comments or warranty service, call Tornado Safe's customer service at (405) 848-3017.
- 7) ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. It may be changed only by written instrument signed by both parties. Any representation, statements or other communications, verbal or otherwise, not written in this Agreement are agreed to be immaterial and not relied on by either party and do not survive the execution of this Agreement. If any provisions of this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this contract shall not be affected thereby.
- 8) DISPUTE RESOLUTION. In the event that a dispute arises out of or related to this Agreement, the Purchaser shall permit Tornado Safe to inspect the work and any damages asserted by Purchaser and photograph and/or videotape the same prior to any further mediation, arbitration or court process permitted herein. The parties agree to mediate (with a disinterested and licensed attorney as the mediator) their disputes prior to any binding arbitration with the parties sharing equally the mediator's fees. For claims unresolved by mediation, the parties agree to submit their claims to binding arbitration with the American Arbitration Association ("AAA") for resolution under the Home Construction Arbitration Rules and Mediation Procedures, Effective June 1, 2007, as amended from time to time, for residential work, and for resolution under the AAA's Commercial Arbitration Rules in effect at the time of the claim, for commercial work; the foregoing rules and procedures are incorporated herein and are available and can be viewed at [www.adr.org](http://www.adr.org). Notwithstanding the foregoing, Tornado Safe may preserve statutory liens and trust fund claims by filing required lien statements and/or other actions during mediation or arbitration, with the parties agreeing that such actions shall be stayed pending mediation and/or arbitration.
- 9) NON-WAIVER. Any failure by Tornado Safe to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Tornado Safe may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
- 10) SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of (except as stated otherwise herein) the parties' respective owners, investors, partners, shareholders, members, employees, agents, principals, heirs, attorneys and permitted assigns. The parties will execute such further and additional documents that shall be reasonable, convenient, necessary or desirable to carry out the provisions of this Agreement.
- 11) JUDICIAL INTERPRETATION. For purposes of any judicial interpretation of this Agreement, the parties acknowledge and agree that for such interpretation, each party shall be deemed to have cooperated in the drafting and preparation of this Agreement, and any ambiguity will not be construed against either party to the detriment of the other party.
- 12) WARRANTY. EXCEPT AS OTHERWISE PROVIDED HEREIN AND IN THE TORNADO SAFE GENERAL WARRANTY AND DISCLAIMERS SHEET WHICH THE PURCHASER ACKNOWLEDGES RECEIPT OF (AND WHICH IS AVAILABLE FOR FURTHER REVIEW AT [www.tornadosafe.com](http://www.tornadosafe.com)), THE SHELTER IS SOLD "AS IS"; TORNADO SAFE EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OF THE WORK AND EXPRESSLY DISCLAIMS ANY WARRANTIES OTHERWISE AVAILABLE TO THE PURCHASER BY OPERATION OF LAW AND/OR EQUITY.
- 13) RECITALS, HEADINGS AND CAPTIONS. Each term of this Agreement is contractual, and not merely a recital. Captions and headings herein are for convenience and reference only and shall not in any way define, limit or describe the scope or content of any provision of this Agreement.