



City of Detroit - Planning & Development Department
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

HISTORIC DISTRICT COMMISSION ADDITIONAL INFORMATION REQUEST

Date: 6/8/26

Application Number: HDC2026-00290

APPLICANT & PROPERTY INFORMATION

NAME: Ikenna Okereke		COMPANY NAME: N/A	
ADDRESS: 1977 Atkinson St.	CITY: Detroit	STATE: MI	ZIP: 48206
PROJECT ADDRESS: 1977 Atkinson St., Detroit, MI			
HISTORIC DISTRICT: Atkinson Avenue			

REQUESTED INFORMATION

We have received your application, but it is not yet complete for review. Please provide additional details based on the comments and questions listed below. Should you need to attach additional files per this request, use the paperclip icons at the end of this form. You may attach up to (5) files per icon up to 25MB:

Thank you for the application. It is not yet complete.

- Please provide elevation drawings with dimensions for all four sides.
- Please provide a complete site plan showing existing buildings and features, all changes, and landscape features. (This can be hand drawn.)
- Please provide floor plans for the proposed new garage.
- Please provide section drawings if you have them.
- Please provide specifications and product cut sheets for all materials to be used.
- Please provide photos of the area where the garage will be built and a photo of the front of your house so the staff and commission can understand how the proposed new construction will relate to the house.

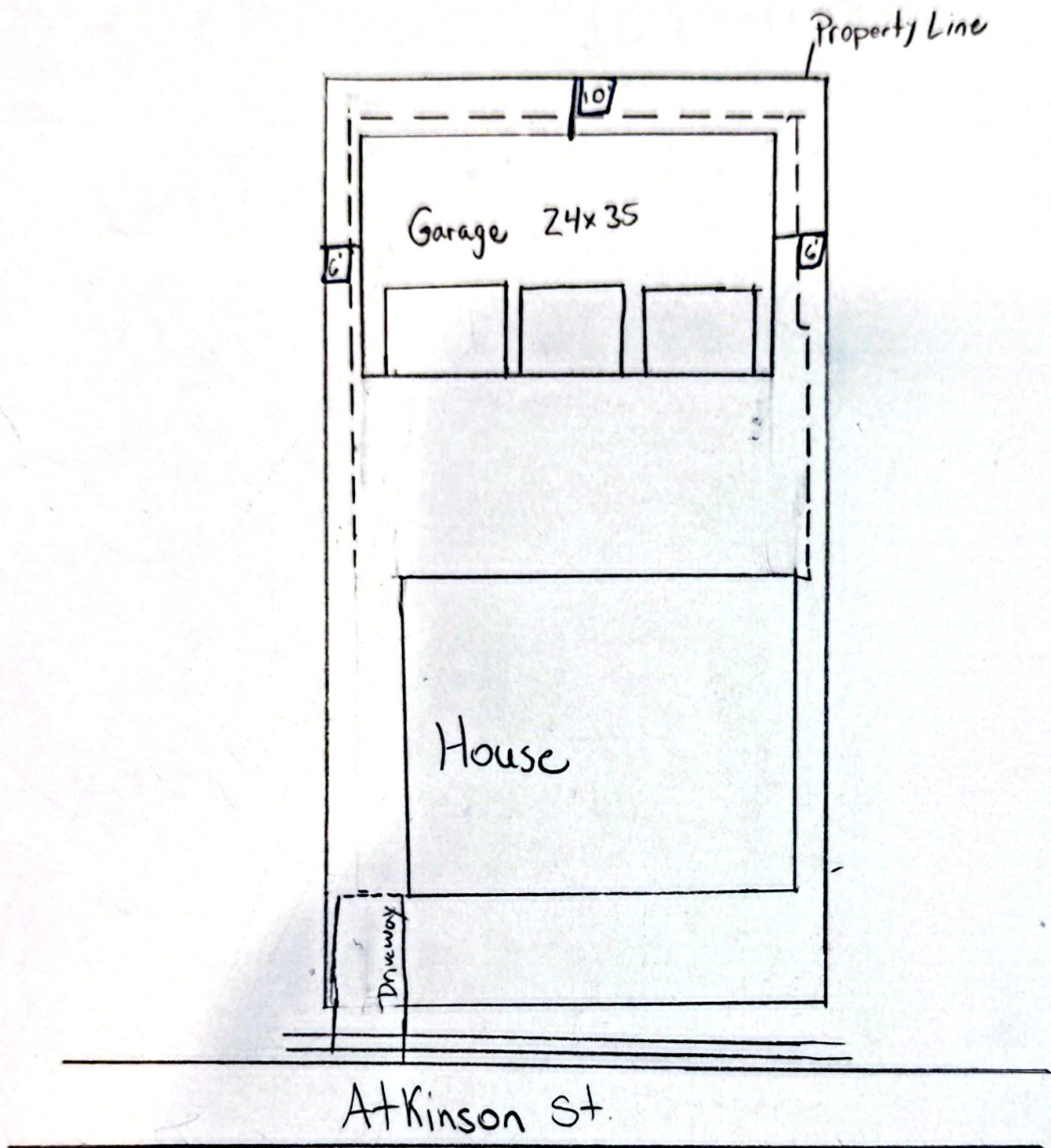
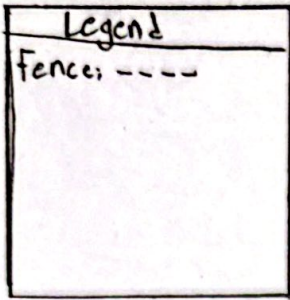
This work will need to be reviewed by the Historic District Commission. The next deadline for complete applications is June 15 for the July 8 meeting. Please let us know of any questions at hdc@detroitmi.gov. Thank you again.

APPLICANT RESPONSE

Response Date: 06/09/2026



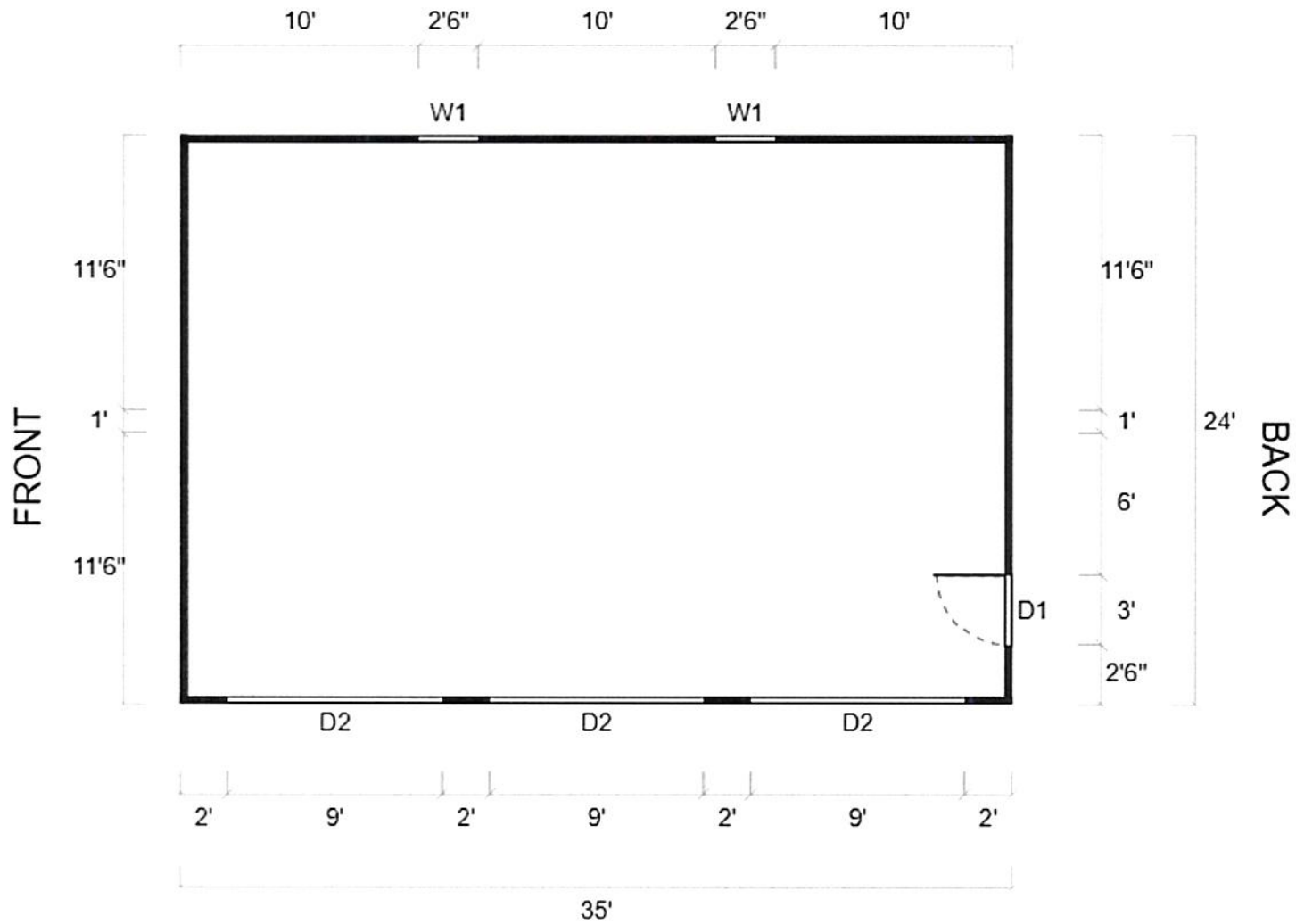
1. We have attached the elevation drawings.
2. We have attached the site plan.
3. WE have attached the specifications and cut sheets.
4. We have attached the photos.



Background Image DocuSign Envelope ID: 364EC520-8D27-8431-818E-2A07E8C4098D			
	Perspective View		Front
	Right Side		Back
	Left Side	Initial 10	

Initial

10



RIGHT SIDE

SYMBOL LEGEND			
	W1	30W x 30H Window	
	D2	9'x7' Garage Door	
	D1	Steel Door (36x80)	
		Closed Wall	



What Happens Next

Down Payment Terms

The down payment secures your project and is non-refundable once received. Our Order Entry Specialist will send you an invoice within 24-48 hours with a detailed breakdown for your records.

Order Processing

Upon receipt of the down payment, your order will be reviewed and a member of our Processing & Scheduling team will contact you within 24-48 hours to begin preparing your order.

Scheduling & Delivery

Installation lead times begin once all required permits are approved and your site is confirmed as ready for installation. Your manufacturing payment is not due until both items are confirmed. Your dedicated Processing & Scheduling team member will guide you through this process.

Thank you for your business, and we look forward to working with you!



13479 S Mason Drive, Grant, MI - (877) 235-5210

Sales Person: Carlos R. Phone: (616) 577-2125 Date: 06/08/2026
 Buyer's Name: Ikenna_Okereke Address: 1977 Atkinson St.
 City: Detroit County: Wayne State: MI Zip: 48202
 Phone: (216) 403-3036 (cell): Email: iokerek1@hfhs.org

Base Price: \$4,100.00

Type: Carport 30 lbs | Width: 24 | Length: 35
 | 14 Gauge | 40 year panel warranty

Height: \$383.00

Height: 9

Roof Style: \$1,466.00

A-Frame \$1,254 (Vertical \$212) | Midnight
 Black w Arctic White trim

Walls: \$1,232.00

Left: Closed | Right: Closed(Horizontal
 siding) | Brown

Ends: \$2,954.00

Front: Closed (\$1,477.00) | Back: Closed
 (\$1,477.00)(Horizontal siding) | Brown

Doors & Windows: \$6,087.00

Front: 1x Vent 12x12 (\$107) | Back: 1x 9-Lite
 Steel Door 36x80 (\$1,100) | 1x Vent 12x12
 (\$107) | Right: 3x Overhead Door W/ Frame
 Out 9x7 (\$1,467 = \$4,401) | Left: 2x Window
 30x30 (\$186 = \$372)

Options: \$543.50

Color Screws (\$585) | Ridge Cap Enclosure
 (\$52.50) | Sealant (\$616) | Foam Enclosure
 (\$593) | Concrete Anchors: 27 (\$297) |
 May Discount (expires 05/29): (-\$1,600)

Total Price: \$16,765.50

Fees: \$0.00

None

Plus Charges that Follow

Plans: | Equipment: | Freight:

All Orders C.O.D.

Quote No: **IKENNA_OKEREKE**

Price: **\$16,765.50**

Additional Fees: **\$0.00**

Non-Taxable Labor: **\$3,689.00**

Tax Rate: **6%**

Tax Amt: **\$784.59**

Total: **\$17,550.09**

Down Payment: **10%**

before taxes: **\$1,677.00**

Plans / Equipment

Return Fee: **\$0.00**

Balance Due: **\$15,873.09**

**If there is a price discrepancy over
 \$20 Midwest Steel Carports
 reserves the right to cancel this
 quote or order*

*Quotes are valid for 5 days only.***

*If building is 32+ wide and/or 13+
 height there would be an equipment
 rental fee that would depend on
 local rates starting at \$1,500 or
 more & an engineer plan fee since
 our generic plans only go up to 30'
 wide and 12 height, these plans
 would need to be paid up front &
 are non-refundable starting from
 \$500 up to \$8,000*

Initial

Customer Initials

Salesperson Signature

**Quote is only valid for the date stated above* | Customer is responsible for permits if needed*

This quote includes delivery and installation unless stated otherwise



Address: 13479 S Mason Dr. Grant, MI 49327
Phone: (877) 235-5210
Email: orders@midweststeelcarports.com

Purchase Order / Invoice

Order No: IKENNA_OKEREKE

Dealer Name: Carlos R.

Date: 05/21/2026

Buyer's Name: Ikenna Okereke

Email: ikerek1@hfhs.org

Buyer's Address: 1977 Atkinson St.

City: Detroit

State: MI

Zip: 48202

Ph: (216) 403-3036

Cell: _____

County/ Township: Wayne

Unit Location (if different above) _____

Engineer plans required?			Will you need a permit?		Electricity on site?		Site ready and level?	
☒ Yes	☐ No	☐ Custom	☒ Yes	☐ No	☐ Yes	☒ No	☐ Yes	☒ No
Gauge	Width	Frame Length	Roof Length	Price	Snowload (lbs/sq. ft.):			
☒ 14 Ga.	24	35	36	\$4,100.00	☒ 30 ☐ 40 ☐ 50 ☐ 60 ☐ 70 ☐ 80			
☐ 12 Ga.	Leg Height Size: <u>9</u>			\$383.00	Colors			
Qty	Roof Style	☐ Regular ☐ AF Horizontal ☒ AF Vertical		\$1,466.00	Roof	Midnight Black	Walls	Brown
2	Close Sides	☐ Add Vertical ☐ Partial: _____		\$1,232.00	Trim	Arctic White	2-Tone	
2	Close Ends	☐ Add Vertical ☐ Partial: _____		\$2,954.00	Additional Notes:			
	Gable	☐ Add Vertical ☐ Ext. Gable			Price			
	Roll-Up Door Size: _____							
	Color Upgrade (Std White): ☒ Header Seal			\$0.00				
3	Overhead Door Model & Size: <u>9'x7'</u>			\$4,401.00				
	Color: <u>White</u> ☐ Windows ☐ Insulated							
	Frameout / Header: Size: _____							
	Frameout / Header: Size: _____				Add Ons:			
	Walk-In Door 36x80 MHD (Swing Left Out) ☐ Solid ☐ 9-Lite				☐ Site Leveling			
1	36x80 Steel Door (Swing-In) Color: <u>White</u> ☐ Solid ☒ 9-Lite			\$1,100.00	☐ Build Over Fee			
2	Window	☒ 30x30 Std. ☐ 36"x36" Vinyl Horz. Slide ☐ w/ Grids		\$372.00	☐ Cut Legs on Site			
27	Anchors	☐ Mobile Home ☐ Asphalt ☒ Concrete		\$297.00	☐ Other: _____			
	Wind Certified	☒ Yes ☐ No (Rebar Only)			Financing: Company: _____			
	Radiant Barrier (R-foil)	☐ Roof Only ☐ Roof & Walls			ALL ORDERS COD			
	Condenstop	☐ Roof Only ☐ Roof & Walls			Office			
	Overhang Upgrade	☐ 1' (max)			Subtotal \$16,765.50			
	26g Sheet Metal Upgrade	☐ Panel Loc ☐ R-Loc (Commercial)			Add'l Fees (labor, etc.) \$0.00			
	Roof Pitch	☒ 3/12 ☐ 4/12 ☐ 5/12 ☐ 6/12		\$0.00	Install Over 12' Tall \$0.00			
Y	Colored Screws	☒ Upgrade		\$585.00	Non-Taxable Labor \$3,689.00			
Y	☒ Concrete Sealant	☐ Concrete Sealant Declined		\$616.00	Tax <u>6</u> % \$784.59			
Y	☒ Foam Enclosures			\$593.00	Total \$17,550.09			
2	Vents 12x12 (Std White)			\$214.00	10 % Down Payment \$1,677.00			
	Two-tone (Wainscot vertical only)	☐ Upgrade			Balance Due (COD) \$15,873.09			
CO	May Discount (expires 05/29)			\$(1,600.00)	Non-Refundable Fees Due Upfront			
Y	Ridge Cap Enclosure			\$52.50	Custom Engineer Plans / /			
					Equipment Rental Fees / /			
					Freight / /			
					Installation			
					Date: _____			
					Customer Signature: _____			
					Installer Signature: _____			
					Paying With: CC Check Finance Cash			
					Office Use Only - Payment Method			
					CC #: _____ Check #: _____ Finance _____ Cash _____			
					Received By: _____ Date: _____			

Purchase Agreement & Terms (See reverse side for terms and conditions)

By signing this, customer agrees with all the above unit specifications and terms as stated above and on the reverse side of this document.

Signed by: Ikenna Okereke **Date:** _____

Customer Signature: _____ **Midwest Steel Carports Signature:** _____ **Date:** _____

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TERMS AND CONDITIONS

1. **Applicability.** All purchase orders placed by a customer ("Customer") with Midwest Steel Carports Inc. ("Company") are subject to these terms and conditions ("Terms"). Any of the following acts by Customer shall constitute Customer's acceptance of these Terms in their entirety: (a) executing the purchase order to which these Terms are attached, (b) accepting delivery of any carports or other products identified in the purchase order, or (c) any other conduct which fairly recognizes the existence of a contract for the purchase and sale of any goods and services. Neither Company's acknowledgement nor performance will constitute acceptance to any terms and conditions attached to or purportedly incorporated into any purchase order or other purchasing document issued by Customer, and any such terms and conditions issued by Customer are specifically excluded and are not incorporated into the parties' agreement. Company hereby objects to any additional or different terms proposed by Customer.

2. **Delivery and Performance Dates; Changes.** Due to numerous factors outside of the Company's control, the Company cannot commit to an exact start or end date for any project. Company shall use reasonable efforts to meet the final delivery and/or performance dates specified in any purchase order, provided that any such dates are estimates only and Company shall not be liable for delays. Without limiting the foregoing, Customer acknowledges that Customer (i) must call its local utility companies to identify any underground cables, gas lines, or utilities in the installation area, (ii) obtain and maintain all necessary permits prior to and for the duration of installation, (iii) level and clear all obstacles, including overhead obstacles (such as trees and shrubs, structures, and other natural or manmade obstacles), prior to Company's planned installation; and (iv) secure any and all pets as Company will not be responsible for any injuries to animals near the installation site. Customer further acknowledges that Customer's failure to prepare the installation site may lead to the following: (a) delays in installation, (b) damages to unmarked cables, lines, or utilities, and (c) if the installation site is not level, clear, or otherwise prepared for installation, and the unit cannot be installed, in the Company's sole determination, (x) a restocking fee equal to the greater of \$100 or 5% of the sale price, and/or (y) an additional labor fee for any required cutting, site leveling, digging, or carrying of materials further than 50 feet. The additional labor fee shall be quoted and accepted by Customer prior to beginning the additional work. Furthermore, Company will not be responsible for unknown conditions discovered on the site, including but not limited to overhead or underground obstructions and soil conditions. If discovered, Company will address such conditions on a case-by-case basis and it may be necessary to review or revise planned installation. Company will provide verbal or written notice of any additional charges or changes necessary to proceed with or complete the installation.

Estimated installation dates subject to change and may be impacted by delays in Customer's failure to prepare the installation site or process required permits. Notwithstanding anything contained herein or the purchase order to the contrary, Company may, from time to time, make reasonable changes to the nature, scope or type of materials without Customer's consent provided that such changes do not materially affect the performance or quality of the units. Any alterations or deviations from the purchase order due to Customer's requirements or request, or due to unknown or undisclosed conditions, that involve extra costs will be completed on a time and material basis and otherwise invoiced in addition to amounts set forth on the purchase order.

3. **Pricing.** Prices for units are set forth on the purchase order and are based on installation under normal conditions. Title and risk of loss shall pass to Customer upon installation. To the extent not provided for in the purchase order, any and all taxes (excluding those based on Company's income) that may

be imposed by any taxing authority on fulfillment of the order shall be paid by Customer to Company upon demand. Prices set forth on the purchase order are valid for up to one year, after which the Company reserves the right to adjust the price in its sole discretion. Published prices by Customer are subject to change without notice and a purchase order is not accepted until countersigned by Company. Company further reserves the right to correct any pricing errors caused by any dealer or supplier. Generic engineered plans are solely for standard buildings. Additional fees will apply to any custom or specific plans as necessary and must be paid in full prior to placing the order.

4. **Payment and Invoicing.** Unless otherwise provided for in the purchase order, Customer shall pay the deposit amount and manufacturing payment set forth in the purchase order; all other amounts are due upon arrival for installation. Deposits are non-refundable under any circumstances. Payment shall be made in United States Dollars, by cash, check, money order, cashier check, or credit / debit card. Company reserves the right to include a transaction surcharge on payments made by credit or debit card. If a check is returned NSF, Customer will be responsible for (i) making prompt alternative payment, and (ii) the payment of any additional fees or penalties incurred by Company. If Customer fails to cure any deficient payment within one week, including the payment of additional fees quoted and accepted, of installation, Company has the right and Customer's permission to repossess the building and charge Customer all applicable charges and fees for setup, delivery, and any legal fees incurred by Company.

Notwithstanding anything contained herein to the contrary, Company may require advance payment from Customer of all or any portion of the amounts due if at any time Company has reasonable doubt as to Customer's credit worthiness and determines there is or may be a substantial risk of nonpayment. In the event Customer fails to make prompt and full payment, Company shall have all the rights and remedies of a contractor, subcontractor, supplier, laborer or secured creditor, as applicable, including under the Michigan Construction Lien Act and Michigan Uniform Commercial Code (or similar laws). Company is hereby granted a power of attorney on behalf of Customer to execute all appropriate documents (including financing statements, notices of interest or similar filings) to perfect and record such security interests.

5. **Important Product Notices.** Customer should be aware of the following:

Condensation. Units are prone to condensation due to natural conditions outside the control of Company. Company does not warrant against, and is not responsible for, any condensation which occurs or damages arising from such condensation. To reduce the buildup of condensation, Company recommends Customer, at its effort and expense, purchases DripStop or install other insulation, with spray foam being recommended.

Doors.

- a. *Roll-up doors.* All roll-up doors are manual doors and must be lifted and lowered by hand. Company advises against connecting roll-up doors to an automatic opener, as it may damage the door. Roll-up doors have a three-inch gap above the doors and its seals are not waterproof. Company will install a header seal at Customer's option for an additional charge. Customer expressly acknowledges that roll-up doors may from time-to-time allow water to seep into the unit.
- b. *Walk-in Doors.* Mobile home vinyl walk-in doors only open to the outside. Steel walk-in doors only open to the inside.

Building Simulations. All simulations are for illustrative purposes only; actual details may vary, including any structural features. Company is not liable for Customer's reliance on the structural features of any building simulation.

Color. Customer is fully responsible for selecting the color of the unit and any change to the color after manufacturing has begun may result in additional charges. The exact color of units on the website depends on each monitor's quality and settings, as a result, the color seen on the website may differ from the color of the unit once installed. Company will provide a color chart on demand. Company is not responsible for any decision relating to the color of the unit based on Customer's perception of any printed materials or the 3D digital simulation or any other resources provided to Customer by Company.

Concrete Sealant Package. Customer has the option to select a concrete sealant package, which includes two different products: (1) Emseal Sealant Tape installed directly beneath the base rail and (2) a polyurethane sealant around the bottom of the base rail. This minimizes the amount of water seepage but cannot eliminate it entirely. Company further recommends control joints in concrete be filled with a control joint filler product. Company does not control and cannot be held liable for any seepage stemming from control joints.

Foam Gap Enclosures. Foam gap enclosures are dense polyethylene closures that adhere to the ridges in steel panels. Foam gap enclosures minimize the open area between two ridges in which small bugs or insects can enter, and reduce, but not eliminate, light from entering the unit.

6. **Limited Warranty.** Company warrants to Customer as follows:

Rust.

- c. Framing materials on 12-gauge units against rust-through, assuming normal user care and maintenance, for a period of 20 years following the installation of the unit.
- d. Framing materials on 14-gauge units against rust-through, assuming normal user care and maintenance, for a period of 7 years following the installation of the unit.

Paint. roofing and siding panels against cracking, peeling, or checking for a period of 40 years following the installation of the unit. This warranty does not cover (i) minute fracturing, which may occur in properly fabricated building parts; (ii) failures due to substrate corrosion, (iii) color fading or changes upon exposure to the elements.

Hassle-Free Workmanship. For a period of one year following installation of the unit, any defects caused by poor workmanship, normal wear and tear excepted, and assuming recommended care and maintenance is followed. Roof leaks are generally considered a defect; provided, however, this shall not apply to structures longer than 36 feet (which do not have vertical roofs). No warranty is provided for leaking at a base rail or under doors.

Wind. For a period of twenty years following installation of the unit, any damage caused by wind (but excluding damages caused by objects or debris blown into the unit); provided, that Customer has directed Company to install all required optional anchors (whether concrete, mobile home, or asphalt). If the required numbers of anchors are not installed, either at Customer's direction or because of impossibility on a given installation site, this warranty shall not apply.

Company's sole liability to Customer, and Customer's sole remedy under the foregoing warranties is limited to the replacement of or re-performance thereof of only the equivalent non-conforming aspects.

If Company, in its sole discretion, determines such replacement or re-performance is commercially unreasonable, Company shall refund Customer's purchase.

SPECIFICALLY EXCLUDED FROM THE FOREGOING WARRANTIES ARE THE FOLLOWING, FOR WHICH COMPANY SHALL HAVE NO LIABILITY WHATSOEVER: for (i) damages or defects caused by unauthorized installation by Customer (including the installation of plumbing, electricity, or HVAC units, alteration, repair, maintenance (including failure to provide appropriate maintenance), storage, handling, use or operation by Customer or any third party; (ii) damages or defects caused by any underlying, adjoining or adjacent structure, surface, subsurface or foundation or condition, equipment, component, system, or assembly not manufactured or sold by Company ("Third-Party Component(s)"); or (iii) damages or defects attributable to or caused by (A) misuse, neglect, accident, abuse, or vandalism, (B) acts of God or insurrection, (C) normal wear and tear (including reasonable damage to a Customer's lawn or landscaping (including hardscaping) resulting from Company's or its subcontractors' operation of heavy equipment), (D) unusual, harmful fumes or foreign substrates in the atmosphere, standing water, or salt spray; (E) installation on a pre-existing concrete slab unless expressly approved by an authorized representative of the Company; or (F) any other acts that are beyond Company's reasonable control.

THE WARRANTIES SPECIFIED IN THIS SECTION ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE REMEDIES OF CUSTOMER SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES OR THIS LIMITATION WILL BE BINDING UPON COMPANY UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED OFFICER OF COMPANY. NO STATEMENT, PROMISE, OR ADVICE BY ANY COMPANY AGENT, RESELLER, PARTNER, SUBCONTRACTOR OR OTHER THIRD PARTY, WHETHER ORAL OR WRITTEN, INCLUDING MARKETING MATERIALS, CREATES ANY REPRESENTATION OR WARRANTY OR OBLIGATION OF COMPANY UNLESS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS. WHERE APPLICABLE LAW DOES NOT ALLOW CERTAIN DISCLAIMERS, THIS PROVISION APPLIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

7. **Limitation of Liability.** IN THE EVENT ANY REMEDY HEREUNDER FAILS OF ITS ESSENTIAL PURPOSE AND MONETARY DAMAGES MAY BE IMPOSED, COMPANY'S LIABILITY, WHETHER FOUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR RESULTING FROM (a) A PURCHASE ORDER, THE TERMS, OR ANY PERFORMANCE OR BREACH THEREOF, (b) THE DESIGN, MANUFACTURE, DELIVERY, RECEIPT, SALE, REPAIR, REPLACEMENT OR USE OF THE UNITS, AND/OR (c) THE FURNISHING OF ANY SERVICES, SHALL NOT EXCEED THE TOTAL PRICE OF THE UNIT AND INSTALLATION AT ISSUE IN THE CLAIM, EXCEPT IN THE CASE OF COMPANY'S GROSS NEGLIGENCE AND/OR WILLFUL AND INTENTIONAL MISCONDUCT.

IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, OPERATIONS SHUTDOWN OR OTHER BUSINESS INTERRUPTION EXPENSES, DAMAGES TO AND/OR ARISING IN CONNECTION WITH ANY THIRD-PARTY COMPONENT(S), INJURY TO REPUTATION OR LOSS OF CUSTOMERS, RECALL, OR REMOVAL.

8. **Indemnification; Representations.** To the fullest extent permitted by law, Customer expressly agrees to indemnify and hold harmless Company and its equity holders, officers, directors, employees, agents, successors and assigns ("Indemnitees") and defend the Indemnitees from and against any and all claims, liabilities, lawsuits, losses, costs, expenses or damages (including attorneys' and other professionals' fees) of any kind or nature whatsoever, including claims for personal injury (including death) or property damage, whether such claims are premised on contract, tort or otherwise, including strict liability, which arise out of or result from, or are in any way related to these Terms or Company's performance thereunder, except to the extent of Company's willful misconduct or gross negligence. Customer represents and warrants that it (i) is the fee owner of the property upon which the unit is being installed, (ii) it has the power and authority necessary to enter into the purchase order and consummate the transaction contemplated thereby, and (iii) agrees that the purchase order, once duly executed and delivered by each party, will represent a valid and legally binding obligation of the Customer, enforceable against it in accordance with its terms.
9. **Termination.** Prior to installation, Company may terminate a purchase order, with or without just cause, at any time upon written notice to Customer. Customer may terminate the purchase order only upon material breach by Company which remains uncured for sixty (60) days after notice of such breach; provided, however, Customer may not terminate in the event Company is in good faith working towards curing such breach at the expiration of such sixty (60) day period.
10. **Customer Specifications.** Customer shall be solely responsible for the accuracy and completeness of all measurements and specifications provided to Company for any after-market accessories (e.g., window cut outs). Company will manufacture the building in reliance upon such measurements and information and will not be liable for any errors, defects, or nonconformities resulting from inaccurate or incomplete measurements or specifications supplied by Customer.
11. **Customer Communication.** By using Company's services or providing Customer's contact information, Customer consents to receive communications from Company via phone call, text message, and email for purposes related to Customer's account, transactions, customer service, and, where permitted, marketing. Standard messaging and data rates may apply for text messages. Customer may opt out of marketing communications at any time, but Company may still send non-promotional messages related to Customer's account or ongoing use of services. Company records all calls for training and quality purposes.
12. **Confidentiality.** Any and all information, in whatever form transmitted, and items embodying information (including photographs, samples, models, prototypes) disclosed by or on behalf of Company to Customer or to which Customer is exposed, including methods, procedures, processes, technologies, know-how, trade secrets, ideas, inventions, drawings, specifications, product data, designs, business plans, marketing plans, business operation information, financial information, pricing information, strategies, and any representations, compilations, analysis, and summaries of the foregoing ("Confidential Information") shall be held by Customer in strict confidence and used solely for the purpose of doing business with Company. Customer shall not disclose or transfer any of Company's Confidential Information, either directly or indirectly, to any other person or entity without the written consent of Company.
13. **Force Majeure.** Company shall not be liable for any failure to perform or delay in performance or warranty when caused by acts of God, compliance in good faith with any applicable foreign or domestic government regulation or order, fires, floods, windstorms, other natural disasters, epidemic, pandemic or similar health crises, riots, wars, labor disputes (including strikes or lockouts), inability to obtain

power or other utilities, components, materials, transportation, or equipment or any other cause beyond the reasonable control of Company.

14. **Assignment.** Customer may not assign the purchase order, in whole or in part, without the prior written consent of Company. Any attempted assignment or subcontracting by Customer without such consent shall be ineffective and will not relieve Customer of its duties or obligations hereunder. In the event of a proper assignment, these Terms shall be binding upon and inure to the benefit of Customer's successors and assigns. Company may subcontract all or any part of its obligations under the purchase order or these terms without notice, provided, Company shall at all times remain liable for the performance of such subcontractors.
15. **Relationship of the Parties.** Customer and Company are independent contractors, and nothing contained herein makes either party the agent or legal representative of the other party for any purpose. Neither party has authority to assume or create any obligation on behalf of the other party.
16. **Arbitration; Jury Waiver. PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

Any dispute or claim arising out of or relating to these Terms or a purchase agreement (whether based in contract, tort, statute, fraud, or any other legal theory) will be resolved by binding arbitration in accordance with this Section 16. The parties agree to proceed to binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association (AAA), as modified by these Terms. The AAA rules and instructions for how to initiate an arbitration are available from AAA at <https://www.adr.org/Rules>. Any arbitration will be conducted by a single arbitrator and held in Grand Rapids, Michigan or another mutually agreed location. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

An arbitrator may award on an individual basis any relief that would be available in a court, including injunction or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms as a court would – including enforcing the Company's right to repossession of a structure. The arbitrator shall issue a written and reasoned award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of an arbitrator is final and binding on Customer and Company.

Customer agrees that any proceeding, whether in arbitration or court, will be conducted only on an individual basis and not in a class, consolidated, or representative action. Neither Customer nor any other person can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding. If a court or arbitrator determines in an action between Customer and Company that this class action waiver is unenforceable, the arbitration agreement will be void as to you.

THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR JURY, instead, electing that all claims and disputes shall be resolved by arbitration. If for any reason a claim proceeds in court rather than through arbitration, CUSTOMER AND COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

17. **Governing Law; Jurisdiction.** Except to the extent the Federal Arbitration Act or any other state arbitration act applies, the formation, construction, interpretation, and enforceability of the Terms and all claims arising from or relating to the Terms or a purchase order shall be governed by Michigan law,

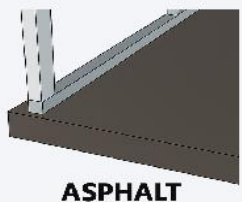
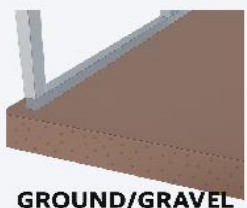
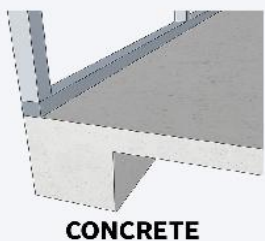
without giving effect to any choice of law or conflicts of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Michigan. If for any reason and to the extent that any claim is determined not to be subject to the arbitration provisions contained herein, the parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the applicable state and federal courts of the State of Michigan, County of Newaygo.

18. **Attorney Fees.** Customer shall pay Company's attorneys' fees and costs incurred in enforcing any provision of these Terms.
19. **Statute of Limitations.** Any legal action arising out of or related to a purchase order or these Terms, whether alleging breach of warranty or other breach, default or tortious act by Company must be brought by Customer, or any other person making a claim, within two (2) years after the date of the installation of the unit, or one (1) year after Customer or such person could reasonably have discovered the basis for the action, whichever comes first.
20. **Waiver.** No waiver shall be effective unless it is in writing. The failure of Company to require performance under any provision of these Terms shall in no way affect Company's right to require full performance at any subsequent time, nor shall the waiver by Company of a breach of any of such Terms constitute a waiver of any other breach of the same or any other term.
21. **Severability; Survival.** If one or more provisions of these Terms should be or become invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the parties shall substitute the invalid or unenforceable provision with a valid provision that, as closely as possible, achieves the same business purpose as the invalid or unenforceable provision. These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of the purchase order.
22. **Entire Agreement; Headings.** The purchase order and Terms combine to contain the entire understanding of the parties and is intended as a final expression of their agreement and a complete statement of the terms thereof, and may not be amended, modified or otherwise supplemented unless any such amendment, modification, or supplementation is done in writing and signed by authorized representatives of each party; provided, however, that notwithstanding the foregoing, the parties hereby acknowledge and agree that Company may modify these Terms from time to time by posting revisions to Company's website at <https://midweststeelcarports.com/terms-and-conditions> (or any successor thereto), and such modified Terms shall apply to any revised or future purchase orders. Section headings are provided for the sake of convenient reference only and are entirely without effect.



Installation Preparation

Is your site level?



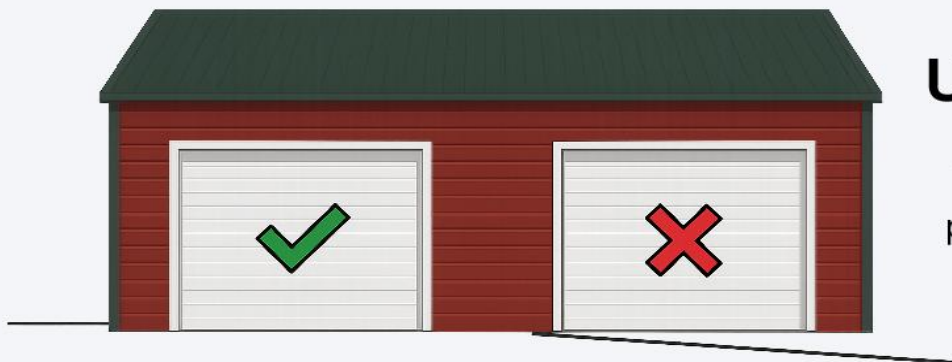
Your site must be level prior to arrival or the building will not be installed, or, you may incur additional fees.

Additional fees may be incurred due to: leveling the site, building over obstacles, cutting material by hand, restocking material, special requests, etc.

Your site must be clearly marked to identify where your structure should be placed

Unleveled Site?

We cannot guarantee proper door closure on unlevel surfaces.



Initial

10



SHARP CURVE



STEEP HILL



LIMITED SPACE

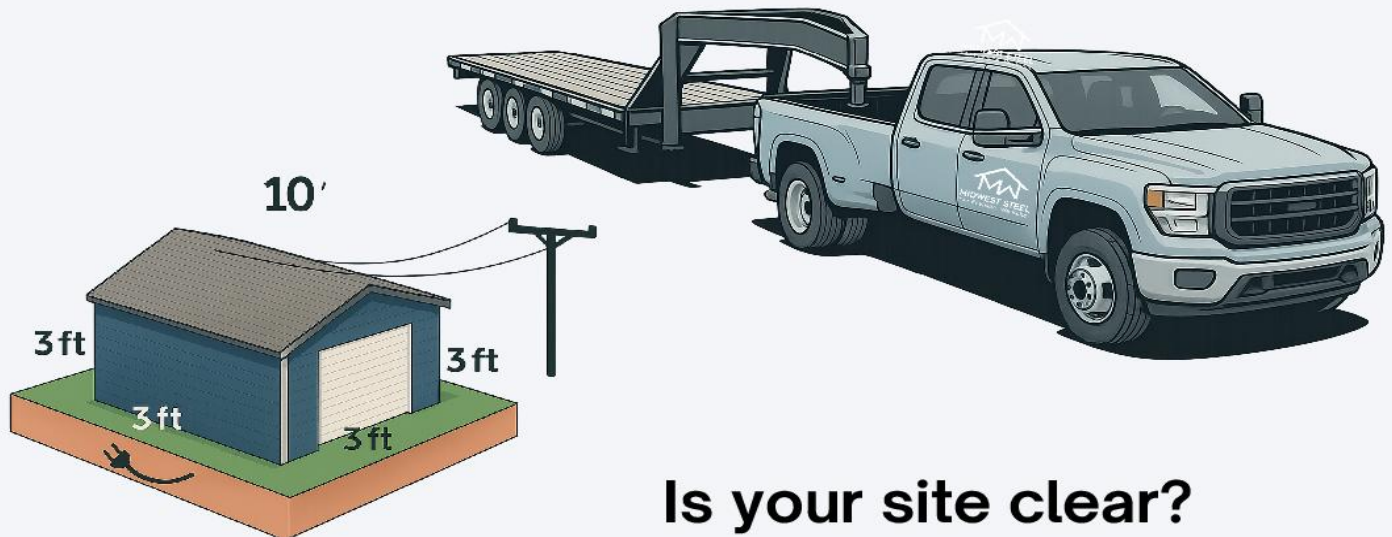
Installation Preparation Agreement

By signing below the customer agrees to above statements and is responsible for any additional fees.

Customers initials: *10* ^{Initial}
Date: _____

Is your driveway narrow?

Are there any steep hills, two-tracks, sharp curves, or gates that may hinder our crews' entry? Your building will arrive on a dually pickup truck with a trailer approximately 60 feet long, 10 feet wide, and 9 feet tall, so it's important to ensure there is ample space to access the job site, unload, and turn around. Please note that additional fees may apply if materials need to be carried more than 50 feet to the installation site.



Is your site clear?

Your site must be clear of any debris, vegetation, and overhead/underground obstructions. We require a minimum of 3' all around the building and 10' clearance from any overhead lines at all times.

Call MISS DIG (811) or your local utility service

Underground

- Gas Lines
- Power Lines
- Utility Lines



PRE- INSTALLATION CHECKLIST

☐

Prepare a level lot: Lot must be level and square in order to receive installation and avoid labor charges.

☐

Mark any utility lines running underneath the planned installation site. If you don't know where the utility lines run, call your local utility service to mark the lines.

☐

If you are planning to have your building installed on concrete retaining walls, **please contact us**, to discuss installation options, as these installs are addressed on a case by case basis.

☐

Move all obstacles in and around the installation site such as cars, RV's, and debris to avoid a build-over fee. Remember an install crew needs at least *3 feet all around the building* to work.

☐

Have the payment ready before the arrival of the installation crew. We accept credit/debit cards, checks or ACH.

☐

Clear access for our equipment is required. Please ensure entryways and paths are unobstructed so our crews can safely bring in and maneuver equipment. Obstacles or restricted access may create challenges during delivery and installation, so having a clear path helps prevent any issues with your property or materials.

☐

Confirm all required permits/waivers are complete prior to installation

Customer Initials: _____

Initial
10

Docusign Envelope ID: 364EC520-8D27-8431-818E-2A07E8C4098D



Perspective View



Front



Left Side



Right Side



Back

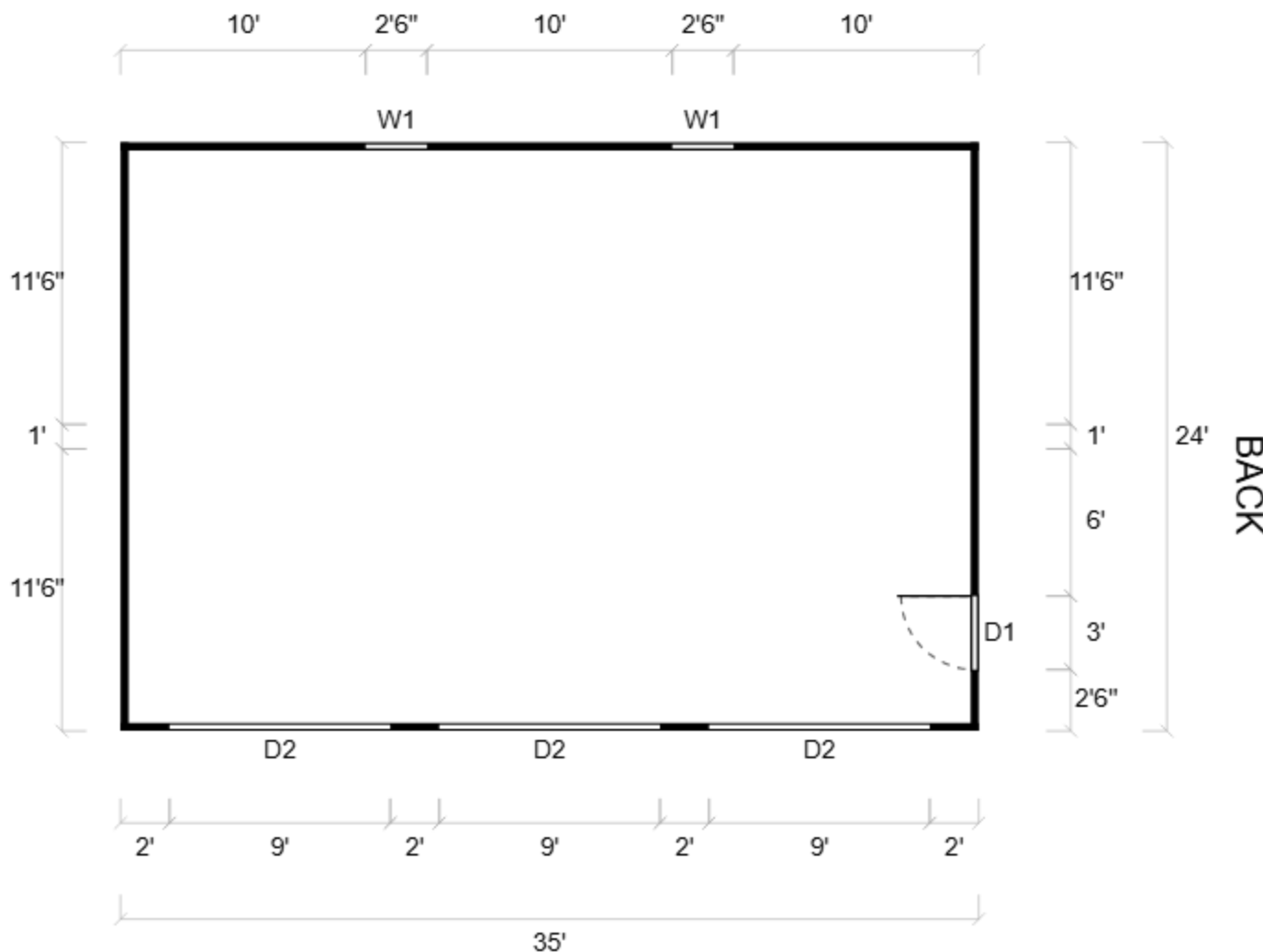
Initial
10

LEFT SIDE

Initial

10

FRONT



RIGHT SIDE

SYMBOL LEGEND

W1	30W x 30H Window	D1	Steel Door (36x80)
D2	9'x7' Garage Door	—	Closed Wall



Initial
10

What Happens Next



Down Payment Terms

The down payment secures your project and is non-refundable once received. Our Order Entry Specialist will send you an invoice within 24-48 hours with a detailed breakdown for your records.



Order Processing

Upon receipt of the down payment, your order will be reviewed and a member of our Processing & Scheduling team will contact you within 24-48 hours to begin preparing your order.



Scheduling & Delivery

Installation lead times begin once all required permits are approved and your site is confirmed as ready for installation. Your manufacturing payment is not due until both items are confirmed. Your dedicated Processing & Scheduling team member will guide you through this process.

Thank you for your business, and we look forward to working with you!

