



ATLAS
GREENHOUSE

V-8192025

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Date: August 21, 2025

Revised Proposal for: Webster County High School

Prepared by

Jim Williams

Billing Address

Attn: **Accounts Payable**

To: **Webster County Schools (KY)**

28 State Road 1340

Dixon, KY 42409

Ph: **270-639-5830**

E-mail: christina.ramage@webster.kyschools.us

Purchase Order Number: 0721223-AGR

Terms: ☐ Paid in Full ☐ 50% Deposit: Balance due before shipment.

☐ Other

Payment Method

Shipping Address

To: **Webster County High School**

1922 US 41-A

Dixon, KY 42409

Attn: **Christina Ramage**

Ph: **270-875-2476**

Requested delivery date:

Greenhouse Description

Package Square Footage: 1800

Price

1 30 X 60 - Educator Series Greenhouse with: 6 Ft. Column Spacing & 8 Ft. Side Walls \$35,631.00

Column Posts to Be: on welded base plates anchored to concrete

Posts: 2" x 4" Square Allied Gatorsheild 14 GA. Tubing

Bows: 2" x 3" Allied Rectangle 14 Gauge Tubing

Trusses: 2" x 2" x 14 Gauge Allied Gatorsheild Cross Trusses

Truss Uprights: 1.315 x 17 GA Truss Uprights

Purlins: 12 - Runs of 1.315" x 17 GA Roof Purlins

Ridge: Extruded Aluminum ridge cap allows easier installation & maintenance.

End Wall Framing: 2" x 2" x 14 GA Square Tubing for End Wall Studs and Horizontal Framing

Side Wall Framing: 2" x 2" x 14 GA Square Tubing for Horizontal Framing

Roof Glazing system: Extruded Aluminum Roof Channels with 8MM Twin Wall Polycarbonate Panels (10 Yr. Warranty)

Side Wall Height: 8 Feet

Bow Spacing: 6 Feet

Hardware: Complete Hardware Package for Frame Assembly

Wind and Snow Loads

Wind Load (WL) 105 mph, 3 second gust

Snow Load (SL) 15 lbs. psf, Ground Snow

Risk Category II

The above Wind and Snow Loads Conform to your local building codes.

1 Sealed Engineered Drawings for Structural Design.

Recap #

\$ 1,850.00

1 Sealed Engineered Drawings for Foundation Design.

Recap #

\$ 1,850.00

Intended Crop: Educational

End Wall Framing Information

Front End Gables: Framed for 2 - 36 exhaust fans and

1 - Main Entry door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

Rear End Gables: Framed for 4 ft. x 15 ft. Evaporative Cooling System

and 1 - Personnel Door.

- A) Framing Studs: Allied "Gatorshield" 2" x 2" x 14 ga. Square w/ brackets for wedge anchor attachment.
- B) Horizontal Purlins: Allied "Gatorshield" 2" x 2" x 14 ga. Square
- C) Base Extrusion: Aluminum base extrusion attractively seals and "trims out" base of greenhouse.

End Gable glazing: 8mm clear twinwall no drip polycarbonate panels, complete framing, glazing, and extrusion package. (10 yr. warranty)

Exhaust Fans

<u>2</u>	36" Quietaire GCS Slant Wall Exhaust Fan: Single Speed 3/4 HP, 11.4 Amps, 11,253 CFM at .10 SP Wired for 115 volt operation. All Galvanized construction for corrosion resistance. Fan is equipped with shutter & guard.	<u>\$ 2,214.00</u>
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Shutters

<u>1</u>	39" Quietaire Shutter, made of heavy duty aluminum with aluminum pivot rods and nylon bearing. Counter balanced blades ensure smooth operation.	<u>\$ 201.00</u>
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Operation of the Shutter(s) to be: Belimo Shutter Motor

\$ 204.00

Quietaire Self Contained Cooling Pad System

<u>1</u>	Stainless Steel Evaporative Cooling System with 6" Pad x <u>4</u> foot tall by <u>15</u> ft. long. System with stainless trough is self contained with enough water capacity that a sump tank is not required. 6" Pads offer maximum cooling with 65 / 15 degree water/air flow with 420 per maximum face velocity. System includes pump and float valve to maintain proper water level.	<u>\$ 2,042.00</u>
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<u>1</u>	<u>15</u> Ft. Long Evaporative Cool Cell Framing Kit (includes 2" Sq. Framing for Top Sides & Trough brackets with Hardware.	<u>\$ 269.00</u>
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Automatic Wall Vent for Cooling Pad

<u>1</u>	Automatic Wall Vent for a <u>4</u> foot by <u>15</u> foot evaporative cooling pad system. Wall vent operates using a motorized rack & pinion drive system offering years of maintenance free operation. System Includes 24 volt motor, mounts and vent boss. extruded aluminum frame and 10 yr. warranted 8mm polycarbonate covering.	<u>\$ 1,602.50</u>
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Modine Standard Heating System

1	Modine Model PTP250 - 250,000 BTU LP Gas Fired Heater	\$ 1,980.00
	Modine's unit heater delivers 80% thermal efficiency in a small package. These heaters are a great fit for greenhouse applications. Featuring a aluminized steel primary heat exchanger. Totally enclosed fan motors and all controls mounted inside the cabinet for protection from airborne moisture and dust. Comes set-up for LP gas, Natural gas conversion available.	
1	6" Vent pipe kit for: Modine Model PTP250 - 250,000 BTU LP Gas Fired Heater	\$ 229.00
	Features adjustable elbows, wall collars and vent stack cover. Double wall galvanized duct with twist and lock connections.	
1	Heavy duty heater hanger assembly for a Modine Model PTP250 - 250,000 BTU LP Gas Fired Heater	\$ 141.50
	To include eyebolts, chains and all necessary mounting hardware.	

Horizontal Air Flow Fans

3	18" Horizontal Air Flow Fan(s) complete with 3 blades, guard and a split capacitor 115 volt 60 Hz 1.1 amp motor. This fan produces 1695 CFM to circulate the air helping to maintain a consistent temperature inside the greenhouse reducing stratification (stale air) thus reducing disease.	\$ 405.00
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Doors

2	3'-0" x 7' -0" Single swing door with 24" x 30" Tempered Glass Light Kit. Includes: 20 ga. Polystyrene Door leaf, 16 ga. 4-1/4" frame, bb hinges (3), threshold sweep, kerf weatherstrip, Sargent Rim Panic hardware, lever lockset and closer.	\$ 2,370.00
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Emergency Lighting / Exit Signs / Fire Extinguisher

1	Will be located above doors and will illuminate the word "EXIT" at all times, also has emergency lights with rechargeable battery. Emergency lights should come on when the power is interrupted for any reason. One Multi-purpose dry chemical A-B-C rated 10 lb. Fire extinguisher charged with formulated siliconized dry chemical UL rated for fighting paper, wood, fabric, grease, flammable liquid and electrical fires.	\$ 600.00
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Automatic Temperature Control

1	Climate Boss Controller by Bartlett Instruments. Touch screen technology enables you to control either mechanically or naturally cooled greenhouses. This unit comes with pre-wired relay box for ease of installation. It can be programmed for 1 or 2 zones and allows for programmable temperature settings in Day, Night and DIF stages. Includes 2 cycle timers for irrigation, misting, or lights: a vent stage for dehumidification: an alarm output for high or low temps, power loss, or hardware trouble. Statistics for high, low and average temperatures for the past 7 days are available as graphs. WiFi Enabled Controller for Updates and HeadGrower app which allows remote control and programing.	\$ 2,705.00
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Hanging Basket Rails: To Run Full Length of the Greenhouse

1	To Include: 8 runs of 1" x 2" x 16 ga. Allied "Gatorshield" tubing running the length of benches. Total Length of the System is 48 feet long rail length Comprised of 6 Runs with Drippers for Hanging Baskets & 2 Runs for Irrigation Support	\$ 866.56
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Shade Cloth

1	34 Ft. by 59 Ft. (2006 Square Ft.) Svensson Harmony Shade Cloth 39 % shade	\$ 842.52
	Edges of the shade are taped & grommited 2' on centers for easy installation. The Shade will be applied to the roof of the finished structure & continue down to the midpoint on side wall for easy installation and removal. The shade cloth will help reduce inside temperature and allow optimum growing for "Partial Sun" plant material. Included is 3/4" - 1 hole clamp with hardware and lace rope for shade cloth attachment.	

Benches

Benches are aluminum framing & rectangular galvanized steel tubing for superior strength. Bench mesh is 3/4" x 13 gauge galvanized expanded metal. Bench cross braces are made of 1" x 2" rectangular tubing spaced 2 ft. apart, bench legs consist of 1" x 2" rectangular tubing.

8	6' x 9' - 6" Portable Benches with Retaining Lip		\$ 5,264.00
2	3' Wide Continuous Bench without Retaining Lip	48 ft. long.	\$ 3,782.40

Irrigation:

1	A) - Mist: Complete system with brass high pressure regulator, filter, gate valves, zone controller, and solenoids. Mist irrigation plumbed above benches with 36" long misters spaced 4' on centers and will have manual shut off. Hanging basket drippers are to be fixed flow and have the capacity to be turned off. Drippers are spaced 24" on centers & are 24" in length. B) Fertilizer Injector: Installed minimum of 30" ground for easy access, all irrigation outlets are serviced through fertilizer injector. Unit provides a maximum of 30 GPM of fertilizer/water solution output. Unit must be installed with bypass and gate valves for flexibility C) Controller: Rain Bird Model ESP 4M Modular Irrigation Controller. Includes an additional 3 zone module to give a total of 7 zones. This controller allows for future expansion up to 13 zones. Has 3 independent programs to give the system flexibility D) Includes Galvanized Steel Solenoid Manifold for Each System		\$ 4,429.00
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**NOTE: Minimum of 55 PSI required for proper operation of irrigation system.
PVC Plumbing, fittings and supplies to be provided by others.**

Installation: (Completed by Atlas Contractor)

A) Completion

- 1) Will provide all labor and materials to erect greenhouse using professional greenhouse builders
- 2) Upon completion of work, will test all equipment for proper operation.

B) Electrical **Not available in KY from Atlas**

C) Plumbing

- 1) Will furnish all labor and materials to provide: 7 spigots: 3 plumbed to injectors
4 plumbed to clear water supply utilizing Schedule 40 PVC Pipe or equivalent.
Note: 1 Spigot to Be Plumbed to Evaporative Cooling System
- 2) Will furnish all labor and material to plumb evaporative cooling system

Purchaser Responsibilities

Contractor Access

- A) Workers must have access to construction site from 7 A.M. to 6 P.M.
- B) Workers must have access to restroom facilities.

NOTE: Site Preparation, Foundation and Flooring is the responsibility of the Purchaser.

Site Preparation and Foundation Must be verified as completed to Atlas Specifications provided on construction plans.

Electrical-Not Available in KY

- A) **All Electrical is the responsibility of purchaser Atlas is NOT providing electrical services**

Plumbing

- A) Required to furnish minimum 1" PVC water supply within the perimeter of the greenhouse located near front door as shown on drawings. **Minimum of 55PSI of pressure required.**

Drainage

- A) Local system will perform final connection of drainage system.
- B) Applies to structure with sinks and / or solid concrete slabs with center drain.

Gas Line

- A) School system (or others) to furnish gas line for heaters inside of greenhouse and is responsible for final hook up to heater.
- B) Applies to both LP and Natural gas heater systems.

Utilities

- A) **Power supply and water supply must be run to site prior to the beginning of any construction.**
- B) Atlas nor its contractors are responsible for utilities not being provided prior to the beginning of construction. Excessive heat and cold can damage certain pieces of equipment, having the utilities stubbed up with the services available during installation is crucial to setting up, testing and operation of all equipment. Operation of equipment during extreme temperatures also can prevent damage.
If Atlas or its contractor has to return to the jobsite to address damages resulting from utilities not being available during construction additional fees may be assessed.

Permits

- A) **Purchaser responsible for pulling any required permits for the project.**

Dumpster

- A) **Purchaser required to provide dumpster for waste material prior to installation.**

		Sub Total	\$ 69,478.48
		12.5% Discount	\$ 8,684.81
		Sub Total	\$ 60,793.67
*** Due to the volatility of fuel prices, freight charges will be determined at time of shipment and adjusted accordingly.		**Shipping	\$ 1,500.00
		Crating Fee	\$ 350.00
		Installation Total:	\$ 31,500.00
Total Wt.	16759	Grand Total:	\$ 94,143.67

Please note: Customer is responsible for unloading product from truck upon delivery.

Note: Proposal valid for 7 days after: August 21, 2025

The Greenhouse described in this order is designed for and limited to the wind and snow loads identified and described above. These loads are based on data provided by the American Society of Civil Engineers ASCE 7-10 Manual, Figure 7-1 and the IBC-2015 Manual, Figure 1608.2 for snow as a Catagory I continuously heated greenhouse described in Table 1604.5 of the IBC-2015 Manual and ASCE 7-10 Manual, Figure Table 1.5-1 and the IBC-2015 Manual, Figure CC-4 for wind. It is the responsibilty of the customer/purchaser of this Greenhouse to confirm with the local building authorities of the accuracy and correctness of these loads prior to the order acceptance. Atlas Manufacturing, Inc. cannot and will not be held liable or responsible for any and all damages and/or sturctural failures caused by prevailing load conditions at the greenhouse's erected location that exceeds the aforementioned Wind and Snow loads defined above.

I, Accounts Payable have read and understand the above order and disclaimer and agree to this order and disclaimer in their entirety. (This order is not valid unless accepted by Atlas Manufacturing, Inc.)

Accepted,	Accepted,
_____	_____ Atlas Manufacturing, Inc.
Company / Individual	
_____	_____ Jim Williams
Name (Please Print)	jim@atlasgreenhouse.com
_____	_____ Greenhouse Sales
Title	Title
_____	_____ <i>Jim Williams</i>
Signature	Signature
_____	_____ 8/21/2025
Date	Date



**ATLAS
GREENHOUSE**

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

Design Load Sheet

All information on this sheet is required to properly design and engineer your structure. Inaccurate or incomplete information that results in changes to stamped drawings will incur an additional charge. You are responsible for providing correct code information. Please call your local code department to verify loads for your area.

Customer Name: _____ Email: _____ Ph#: _____

Site Address: _____

Site Contact Name: _____ Email: _____ Ph#: _____

Do you have your own Architect/Engineer? If so, please provide contact information:

Engineer/Firm Name: _____ Email: _____ Ph#: _____

Are permits required for this structure? ☐ Yes ☐ No

Note: Most greenhouse structures require permitting unless there are specific agricultural exemptions for your location. If the NO permitting line is checked, additional cost may be incurred for structural upgrades.

Building Code: _____ Wind Load: _____ MPH Ground Snow Load: _____ P

Risk Category: _____ (I, II, III, IV) Exposure: _____ (B, C, D) Seismic Zone: _____

Soil Class: _____ (Default will be used if left blank or don't know)

Any Special Requirements? _____

Are you Hanging Baskets? ☐ Yes ☐ No If yes, how many? _____ Average Weight: _____

Will you have any other equipment hanging from the structure? ☐ Yes ☐ No

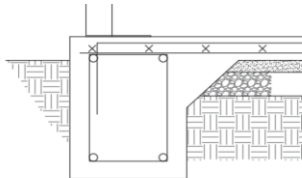
If yes, what? _____

EX: (overhead fire protection sprinklers, lights, etc.) Avg. Wt. _____

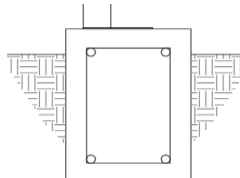
Will this structure be constructed on plates or post in ground? _____

Choose Foundation Type:

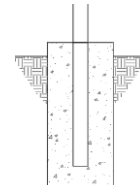
Perimeter Footer w/ Slab



Perimeter Footer w/o Slab



Piers



Other:

Will foundation design be required? ☐ Yes ☐ No

Will soil test be provided? ☐ Yes ☐ No

Minimum Frost Depth _____ inches

Authorized Customer Signature: _____ Date: _____

Tax Exemption Form

Purchaser: _____
Address: _____
City / State: _____

Seller: Atlas Manufacturing, Inc.
Address: 9596 US Highway 82
City / State: Alapaha, Georgia 31622

Type of Exemption Claimed: _____

Purchaser's Tax Registration OR Business License Number: _____

NOTE: If supplying a Business License number, a copy of your license must be submitted.

A copy of your State issued Certificate of Exemption Form must be submitted that indicates the type of exemption that is claimed.

Description of Goods Purchased: Description of Goods are described in the attached Sales Order.

I attest that the information provided above is accurate and that I, or my company is a registered and licensed business in the state of _____. In addition, I agree that if the goods purchased under the tax exemption status stated above are used in a taxable manner, I or my company will be responsible for any and all payments of applicable Sales and Use tax

Signature of Authorized Purchaser: _____

Date: _____

SPECIAL NOTICE:

ATLAS MANUFACTURING, INC. CAN NOT AND WILL NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE WHERE EXCESSIVE WEATHER CONDITIONS SUCH AS SNOW, WIND, FIRE, OR HAIL HAS OCCURRED AND SUCH OCCURRENCES HAS EXCEEDED THE DESIGN LOADS STATED IN ENGINEERING SPECIFICATIONS. FURTHERMORE, ATLAS MANUFACTURING, INC. CAN NOT BE HELD RESPONSIBLE FOR PRODUCT FAILURE DUE TO IMPROPER INSTALLATION OR FAILURE TO FOLLOW MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS OF THE MANUFACTURER COULD RESULT IN ULTIMATE STRUCTURAL FAILURE.

Acceptance by Customer
(Sign Here)

Date

Jim Williams
Greenhouse Sales

8/21/2025
Date



**ATLAS
GREENHOUSE**

P.O. Box 558 9596 US Hwy 82 East • Alapaha, GA 31622

Ph: 1-800-346-9902 / Fax: 1-229-532-4600

ATLAS GREENHOUSE, LLC TERMS AND CONDITIONS

Purchaser: _____
Email: _____
Mailing Address: _____
City, State & Zip Code: _____
Shipping Address: _____
City, State & Zip Code: _____
Telephone: _____
Purchase Order # _____

Project : _____

This agreement ("Agreement") and the purchase order and/or quote and all documents referenced herein represent the entire and integrated agreement ("Contract Documents") between Purchaser as defined above and Atlas Greenhouse, LLC ("Seller") and supersedes all prior negotiations, representative, or agreements, either written or oral, and each party may be referred to individually as party or collectively, parties.

Article 1: The Materials

Seller shall ensure that the materials as stated in the purchase order or quote ("Materials") are procured and ready for shipment. Seller will ensure that when the Materials leave the warehouse it is in good condition.

Article 2: Shipping and Receiving

Quoted shipping and handling charges are subject to change and will be shipped at the prevailing rates at the time of shipping. Purchaser is responsible for all shipping costs incurred.

PURCHASER: BEFORE RECEIVING, ACCEPTING, OR SIGNING FOR YOUR MERCHANDISE, PLEASE READ THIS POLICY AND INSPECT YOUR MERCHANDISE FIRST

IMPORTANT: PURCHASER IS RESPONSIBLE FOR RECEIVING TRUCK SHIPMENTS

Once the freight carrier picks up Purchaser's freight from Seller's facility, safe delivery of this shipment is the responsibility of the freight carrier and/or Purchaser. However, Seller will be glad to render assistance to trace and recover goods.

Seller will ensure that Freight carrier shipments leave the Seller's warehouse in good condition. It is possible that in the process of transportation and transferring of freight, material may become either lost or damaged. Therefore, Seller cannot be responsible for conditions in which Seller has no control. Replacement material will be shipped and charged to Purchaser's account as detailed below. In this regard Purchaser is obligated for prompt payment of material (original and replacement) to Seller. No replacement material shall be sent until payment has been received by Seller. It is the freight carrier's obligation to reimburse Purchaser for damaged or missing items in Purchaser's claim.

Purchaser should examine shipment carefully before signing the delivery receipt. While counting the number of boxes and bundles, it is extremely important to check for shortages and/or damaged materials. If the box and bundle count does not agree with the bill of lading, or damaged material is found, it is Purchaser's responsibility to document shortage or damage on the freight bill and notify the Seller within 48 hours of delivery. Failure timely notify the Seller shall waive Purchaser's right to obtain replacement material for damaged or missing material.

Article 3: Risk of Loss

Unless otherwise stated herein, risk of loss and title to all Materials shall pass to the Purchaser once the materials have been delivered to the Purchaser at the address stated above.

Article 4: Change Orders

A change order is any change in Materials from the original plans and specifications upon which the contract sum is predicated. All change order requests are subject to Seller's written approval. In the event the Seller authorizes changes in the work to be performed, or if any federal, state or local law, rule, or requirement results in alternate designs and/or deviations from the specifications herein, the contract sums shall be accordingly adjusted provided that the cost or credit to Purchaser shall be agreed upon by the parties before the change is put into effect. Any and all changes to this agreement must be in writing and signed by a representative of Seller.

Article 5: Cancellation

Orders for Materials or equipment are not cancelable, either in whole or in part.

Article 6: Return of Materials or Equipment

All returns for credit must have prior written approval of an authorized representative of Seller and must be for justifiable reasons.

The credit extended for such approved returns will be based on the invoice value at time of purchase, or such lower value as may then represent our current pricing. All returns will be assessed a handling and restocking charge of 25% unless otherwise approved by an authorized representative of Seller.

No items shall be returned for credit which have been damaged or rendered unusable. Unless otherwise approved by an authorized representative of Seller, all returned items shall be freight prepaid by Purchaser. During shipping, Purchaser is liable for all Materials.

Article 7: Ownership and Use of Drawings, Specifications, Plans, and Other Documents

Documents prepared by Seller, engineer, engineer's consultants, architect, or architect's consultants are instruments of service for use solely with respect to the Materials and the specific project. The Seller engineer, or engineer's consultants or architect or architect's consultants shall retain all common law, statutory and other reserved rights in their instruments of service including copyright. The Purchaser or its contractor, are authorized to use the instruments of service provided to them for this project only.

Article 8: Waiver of Subrogation

Each party agrees that with respect to any losses covered by, or required to be covered by, property insurance under the terms of this agreement, other than those losses caused by the other party's gross negligence or intentional acts, each party hereby waives and releases the other, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Each party further agrees that its insurance companies shall have no right of subrogation against the other on account of this release.

Article 9: Governing Law and Venue

The venue of any action arising out of or relating to this Agreement, or brought to enforce the provisions of this Agreement, shall be Berrien County, Georgia or the United States District Court for the Middle District of Georgia for a federal district court proceeding. This Agreement shall be governed by the laws of the State of Georgia. The parties agree, as a condition precedent to litigation, any controversy or claim relating to this agreement shall be first submitted to mediation before a mutually acceptable mediator, unless Seller, at its sole option, elects to waive this requirement and the parties further agree that the mediation will take place in Berrien County, Georgia. Each party irrevocably consents to the jurisdiction of the above courts.

Article 10: Waiver of Jury Trial

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Article 11: Attorneys' Fees

The prevailing party in any dispute arising out of or in connection with this Agreement shall be entitled to its attorney's fees, costs, and expenses incurred through arbitration, litigation, appellate and bankruptcy proceedings.

Article 12: Damage Limitation

In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the Materials or use of the materials and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use, loss of revenue, loss of profits or loss of crops.

Seller and Purchaser agree to allocate certain of the risks so that, to the fullest extent permitted by law, Seller's total aggregate liability to Purchaser is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.

Article 13: Disclaimers

Purchaser understands and recognizes that greenhouses and related products manufactured and/or sold by Seller are subject to varied conditions due to the way they are to be installed and used. Seller makes no warranties whatsoever, express or implied, written or oral, to Purchaser. Liability is limited to repair or replacement of defective parts to the original Purchaser. Seller is not liable for any consequential damages, expenses, or injury arising from the use, misuse or adverse weather of any product manufactured or sold by Seller. Seller is not responsible for loss of income, merchandise, or livelihood due to a defective part sold by Seller. Seller reserves the right to make changes in design or add to or improve the product without incurring any obligation to install the same on any products previously manufactured.

Seller cannot and will not be held responsible for product or equipment failure where excessive weather conditions including but not limited to, snow, wind, lightning, fire, or hail has occurred, and such occurrences have exceeded the design loads stated in the engineering specifications. Furthermore, Seller cannot and will not be held responsible for product or equipment failure due to improper installation, inadequate common maintenance, or failure to follow the manufacturer's recommendations and instructions. Failure to follow manufacturer's recommendations and instructions could result in ultimate structural and equipment failure. Seller disclaims all responsibility for any injury or damage caused by the structure or equipment.

If the Purchaser chooses not to purchase steel end wall framing kits from Seller, it is Purchaser's sole responsibility to provide adequate framing to resist wind/snow loads to prevent damage or structural failure.

Seller cannot and will not be held liable for a loss of or damage to single layer poly due to slippage through aluminum poly fastening extrusions.

Article 14: Indemnification

To the fullest extent permitted by law, the Purchaser shall indemnify, defend and hold harmless the Seller, and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or related to the delivery or installation of the Materials, provided such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property, but only to the extent caused by the negligent act or omissions of Purchaser, or anyone directly employed by them or under their control or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

To the fullest extent permitted by law, Purchaser shall indemnify defend and hold Seller, including its owners, officers, managers, employees and agents, harmless (to the extent provided by the law) from and against all claims, loss, liability, cost, damage, or expense including attorneys' fees arising out of or related to any claim, action or proceeding against Seller arising out of or related to the installation, maintenance, use or operation of the Materials or products purchased by Purchaser or on Purchaser's behalf.

Article 15: Limited Warranty

Seller warrants that its products are free from defects in material and workmanship for a period of one year from the date of delivery, except that Seller explicitly makes no warranties as to products or materials manufactured by others. As to products manufactured by others, Purchaser's sole remedy shall be under warranty, if any, made by the original manufacturer. This limited warranty is nontransferable or assignable.

It is the Purchaser's responsibility to notify Seller in writing at matt@atlasgreenhouse.com (email) or mailed overnight mail with tracking to Atlas Greenhouse, Attn: Matt Hughes, P.O. Box 558, Alapaha, GA 31622 within ten (10) calendar days of the occurrence of any claim, defect, or deficiency arising out of materials provided by Seller under the Agreement. Failure of the Purchaser to provide written notice of the occurrence will result in the Purchaser waiving all claims that may be brought against Seller because of or relating to the occurrence, including claims arising in law, equity, contract, warranty, tort, or federal or state statutory claims. Upon receiving notice, Seller will within a reasonable time inspect the Materials, and if the cause of the defect is within the coverage as stated above, the Seller will arrange for repairs/replacements to be made. If the cause of the damage is not covered by the warranty, Seller will notify Purchaser that the damage is not covered, and Seller shall not be liable to Purchaser for the cost of repairs or damage.

Purchaser's remedies hereunder are limited to the repair and/or replacement of goods manufactured by Seller as provided herein. Any warranty provided by Seller shall be void if Purchaser fails to pay for any materials ordered pursuant to the Agreement.

The obligations of Seller herein are in lieu of all others, and Seller makes no other warranties, express or implied, including, without limitation, any warranties of merchantability or fitness, for any purpose. Under no circumstances shall Seller be liable for any special or consequential damages, even if Seller has been notified of the possibility the same.

Purchaser shall hold and protect all products for which Purchaser has given notice, as stated above, until Purchaser is specifically instructed to do otherwise by Seller. While such products are under Purchaser's protection, Purchaser shall be liable for all damages to said products.

Non-code or non-certified structures acquired by the Purchaser are done so at the Purchaser's own risk. Purchaser shall indemnify Seller from any liabilities or costs including attorneys' fees for structural failure or any legal action taken by governing agencies for nonconformance.

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. If the structure set forth in this proposal is structurally certified by a licensed structural engineer, the certification is based on figures for a continuously heated greenhouse. The Purchaser understands that it is required to regulate the inside temperatures to avoid excessive snow loads.

Purchaser understands that the cost of structural certification not requested at time of purchase but requested after Purchaser received structure and signed delivery receipt will be charged to Purchaser. In addition, any components (additional trusses, purlins, spacings, braces, etc.) necessary to meet the required certification will be charged to the Purchaser. Purchaser is responsible for informing Seller of required loads for the county in which the structure is to be located.

Seller shall not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from: (a) the failure of the Purchaser to always regulate inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment), (b) the failure of the Purchaser to complete timely installation of said equipment.

EXCLUSIONS TO WARRANTY

Including the exclusions mentioned elsewhere in this agreement, Seller disclaims all liability for claims arising out of the exclusions listed below. Purchaser acknowledges that he/she is solely liable for all damages, whether actual or consequential, arising out of these claims. This express workmanship warranty does NOT cover the following:

- 1) Defects or damage caused by:
 - (a) Natural disasters including, without limitation, floods, lightning, hurricanes, tropical storms, hail, windstorms, earthquakes, and/or tornadoes.
 - (b) Temperature fluctuations.
 - (c) Structural failures, such as cracks in foundations or other surfaces; damages caused by water intrusion unrelated to the work.
 - (d) Changes in original principal usage unless approved in advance in writing.

- (e) Repairs by others including, but not limited to, servicing or maintenance unless prior written approval is obtained.
- (f) Acts of God, strikes, riots, war, civil disturbances, fire, vandalism or other damage beyond Builder's control.
- (g) Failure of Purchaser to maintain the purchased Materials.
- (h) Sinkholes, shifting soils, or other ground subsidence condition.
- (i) Purchaser negligence, misuse, abuse or alteration.

- 2) Damage to person or property caused by mold, mildew, fungi, spores, algae, microscopic organisms, hazardous chemicals, biological agents or allergens.
- 3) Any condition that is not in strict accordance with Seller's installation instructions.

Article 16: Limited Equipment Warranty

Seller is a manufacturer or distributor for products and equipment used in the greenhouse industry. These product manufacturers have stated warranty procedures that must be followed to validate the warranty. These warranty procedures are typically included with the product's original packaging. Each product manual should be retained for servicing the product and warranty procedures. If the service manual and/or warranty procedures cannot be located, please call and ask for technical support. Subject to the other requirements and exceptions in this Agreement, Seller will warranty defective parts and motors for fans, shutters, pumps, heaters, thermostats, and curtain motors for a period of one year. However, all warranties are null and void when improperly wired or used. Upon inspection and testing, if the motor or part was improperly wired or used, the Purchaser will be billed. Seller has found that most claims for a defective motor or part are caused by initial improper wiring. Motors and heaters should be wired/installed by a licensed professional with experience in commercial equipment. Most claims of shortages are caused by Purchaser inexperience. Purchaser should inspect, identify, and recognize all parts, bundles, and equipment before beginning construction.

Article 17: Design Parameters

The structure set forth in this proposal is designed with the understanding that the interior may be cooled and/or heated. Purchaser understands that they are required to regulate inside temperature to avoid excessive snow loads. Seller shall therefore not be responsible for any damages, direct or consequential, whether or not the structure contains growing plants, which shall result either from (a) the failure of the Purchaser to at all times regulate and maintain proper inside temperatures, or (in the event the Purchaser is responsible hereunder for installing environmental control equipment) (b) the failure of the Purchaser to complete timely installation of said equipment.

Article 18: Foundations

Foundation options shown in this manual are for illustration purposes only and are intended to assist with the layout for posts and may not be suitable for Purchaser's structure. Soil types and densities vary from location to location, even within a specific locale. Different foundation requirements will be based on Purchaser's specific soil conditions, post spacing, wind loads, snow loads, etc. Seller can provide, upon request, engineering calculations to assist in determining foundation requirements with a local engineer for Purchaser's structure based on local code requirements. It is the responsibility of Purchaser to obtain all necessary local code information and to inform Seller of the required loads for the county, as well as obtaining any permits which will be necessary. Unless otherwise agreed to in writing by the parties, it is the responsibility of the Purchaser to install this structure on an adequate foundation designed to meet local building codes. Structures using post-in-ground are required to set posts according to foundation design. All structures must have posts set in 3000 PSI commercial grade concrete. Failure to strictly adhere to buildings codes, the requirements set forth in this Agreement or the installation manual shall void all warranties.

Article 19: Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise unenforceable, that provision shall be revised to the extent necessary to make that provision enforceable and legal. In such event, the Contract Documents shall be construed to the fullest extent of the law, to give effect to the Parties intention in executing the Contract Documents.

Article 20: Waiver of Consequential Damages

The Seller and Purchaser waive claims against each other for consequential damages. In no event, whether based on the Agreement, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Seller be liable for secondary, special, punitive, exemplary, incidental, speculative, consequential, or indirect damages, including loss of use or loss of profits.

Article 21: Acts of God

Seller shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, fires, hurricanes and other weather conditions, strikes, war or other causes beyond Seller's reasonable control.

Article 22: No Third-Party Beneficiary

This Agreement is intended to benefit only the parties hereto and their successors and assigns. Nothing in this Agreement is intended to create rights in any third-party beneficiary.

Article 23: Assignment

This Agreement shall not be assignable by Purchaser without the written consent of the Seller. Any attempt at assignment may be deemed a default.

Article 24: Technical Support

Technical advice is limited by the information provided by the Purchaser and the Purchaser must make the ultimate decision since the Purchaser is on-site.

The Purchaser should consult the instruction manual and have it available when speaking to technical support. There is no guarantee of success of the technical assistance and no additional warranties are expressed or implied based upon any technical assistance given to the Purchaser. Seller is not responsible for the Purchaser's misunderstanding or misapplication of the technical advice given, other than what may qualify under the original warranties, terms, and conditions.

Article 25: Recommendations

- 1. Store all galvanized square, rectangle, and round tubing in a dry area. Galvanized hat purlins also need a dry area. If a dry, indoor area is not available for storage, cut the bundle straps and separate bundles, allowing air to dry out trapped moisture. Failure to do so will result in white oxidation forming on the metals.
- 2. A continuous inside temperature of 50°f at 3'-0" above floor level must be always maintained during cold weather or winter conditions. If snow begins to accumulate on the structure, increase the temperature until the accumulation is no longer present. Failure to do so will allow snow and ice to accumulate which may result in a structural failure due to excessive accumulation.
- 3. In case of heating failure, Seller recommends having an alternative heat source and/or generator and spare parts to allow for product function until full repairs or replacements can be made.
- 4. Maintain the poly covering to have a snug or almost tight fit year-round, it will expand, or contract based on changing temperatures and wind. Poly must not sag between framing members – failure to do so may result in pocketing of rain/snow which can cause serious damage or structural failure.
- 5. It is the Purchaser's responsibility to ensure that double poly systems are always inflated. In case of electrical failure, use a generator to keep the inflation system running.
- 6. When extreme weather conditions are predicted, it is recommended remove poly covering from the structures to prevent structural damage. Ensure all bolts, nuts, anchors, etc. are tightened securely when construction is complete.
- 7. Extrusions which require 'snap caps' are designed for two layers of 6 mil poly to adequately hold in place: single wide lock, double wide lock, channel lock, Z-lock, Snow Arch gutter, RT Max gutter, Pro Com gutter, wall/hinge extrusion. If using these extrusions with seasonal 4 mil poly, substitute the snap cap for stainless steel wire.

Approval and Acceptance:

Purchaser has reviewed and hereby accepts the terms of this Agreement and agrees to be bound by all of the provisions set forth herein.
"PURCHASER" (as defined above):

BY: _____

Name: _____

Title: _____

Date: _____