



Fritz Wilhelm, LLC

Fritz Wilhelm, LLC
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719-200-8442

Date:

Project #:

Payment Plan Agreement

_____, hereafter referred to as “customer”, agrees to make regular payments to Fritz Wilhelm, LLC, hereafter referred to as “company”. These payments will accrue toward purchase of a product made by the company.

1) Payments - Customer agrees to make _____ payments in the amount of \$_____ per _____

2) Product Description

3) Cost

- a. Labor \$ _____
- b. Materials \$ _____ yds _____ bf
- c. Total (approximate, based on current materials costs) \$ _____

Materials cost is subject to change. Materials cost charged to customer will be actual cost paid by company including delivery charges, if any.

4) Starting the Project

- a. At such time as ½ the estimated cost of the project has been paid, the construction may be started. The customer will be notified at this time. The project will be begun only at the request of the customer. However, if the customer elects not to begin the project, the delivery date may be effected.
- b. At the discretion of the company, construction may start earlier, but in such cases the company takes any risks resulting from early start. Legally, construction will be assumed to have started upon receipt of customer’s permission.

5) Completion/Delivery Date - The project will be completed by _____.

6) Changes - Any changes to the design may modify the cost and/or delivery date.

7) Cancellation – The customer may cancel at any time.

- a. Cancellation prior to the start of construction will result in the return of monies received less a fee amounting to 10% of the project total.
- b. Cancellation after start of construction results in **no refund**.
- c. At the discretion of the company, projects considered “standard designs” may be refunded after start of construction.

8) Default

a. Default by Customer

- i. Failure to make scheduled payments may:
 - 1. Modify the delivery date at the discretion of the company.
 - 2. Result in Cancellation at the discretion of the company, if a period of six months passes without payment of at least \$50.00. Cancellations will be refunded as in part (7)
- ii. Failure to take delivery of final product may:
 - 1. Result in storage charges amounting to 3% of the cost of the project per month.
 - 2. Result in loss of the product without refund, if a period of six months passes without payment of storage charges.

b. Default by Company

- i. Late Completion – In the event of the project being completed later than the scheduled completion date, a discount will be applied to the project in the amount of 3% per month. (e.g. a Tent costing \$1000 is completed 3 months late. A discount of $3 \times 3\% \times \$1000 = \90 would be applied to the final bill)
- ii. No Completion – In the event of the project not being complete after a period of six months after the due date, all monies or materials received from the customer will be returned to the customer. Any materials purchased by the company will remain the property of the company. The company shall incur no further liability.

Customer Signature Date

Gene Eisele, Owner Date
Fritz Wilhelm, LLC

Amount Received Date

Amount Received Date

