

Box House Purchase Agreement

Buyer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contract Number: _____

Sales Rep Id# _____

Delivery Terms:

Seller to deliver to Buyer’s address, listed above.

Agreement

The following is considered the “Sales Order,” and the final, complete, and full understanding and agreement between the parties. Any prior or contemporaneous agreements, being either verbal or in writing are considered void and unenforceable as all agreed-upon conditions, duties, warranties, and liabilities are contained herein. This means that all parol evidence, extrinsic evidence and representations, and the like are excluded and cannot bind either party to this agreement. This agreement also satisfies and complies with the Statute of Frauds.

Although this document is created by the Seller (Sequoia Investors, LLC), as the Buyer, **you** are responsible for reading this thoroughly before signing it. If you read through it and have questions, consult your attorney. This agreement has options for you, the Buyer, and is not considered an adhesion contract.

I. Parties to the Agreement:

Sequoia Investors, LLC (hereafter “Seller”) is hereby entering in a sales agreement with _____ (hereafter “Buyer”) for the purchase of:

Qty	Description
1	19 x 20 ft. (380 total square feet) Box House.

The exact description and specifications of the Box House(s) being sold pursuant to this agreement will be listed at the end of the agreement, along with any applicable goods, items, or other tangible objects owned by the Buyer for the Seller’s use in creating or otherwise delivering the product(s) subject to this agreement.

II. Purchase Price and applicable terms:

The agreed-upon consideration for the above-mentioned Box House is \$350,000.

A. The Buyer agrees to provide \$70,000 of the total above-mentioned price as a down payment. If Buyer fails to provide the down payment within 5 days of the execution of this agreement, the agreement shall be void. Buyer shall enter into a promissory note with Seller in substantially the form attached hereto as Exhibit A (the "Note") to pay the additional \$280,000 of the Purchase Price.

B. The accepted method of payment includes only Cash, Check, Money Order, ACH and Wire Transfer. The production of your Box House is received and available to the Seller by credit being applied to the Seller's account. If using a Check or Money Order, the Buyer agrees to make it payable to:

Sequoia Investors, LLC

III. 3-Day Order Cancellation Policy:

If the Buyer hereafter cancels this agreement, notice of Cancellation must be in writing, signed by the Buyer and received at the main office of Sequoia Investors, LLC, at the address provided above. Any notice of Cancellation is only valid if received within 3 days of signing this agreement. Cancellation is not considered to have occurred until the Seller receives notice of the Cancellation in accordance with this Section III. If the Cancellation is delivered on any other day than a regular business day (i.e., holidays or weekends), Cancellation will be valid as of the first following business day from the date of actual receipt of the Cancellation notification. After the standard 3-day waiting period, all sales are final and non-refundable.

Buyer Initials:_____

IV. Title Transfer.

A. Transfer of title for a delivered Box House. The title to the goods pass upon the delivery of the Box House to the Buyer at the Buyer's address or location provided herein, so long as Buyer has first made the \$70,000 down payment as required by Section II(A).

V. Mandatory Arbitration. In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute amicably among themselves. If unable to do so, both parties agree to resolve the dispute through mediation and to bear their own costs. If a settlement is not reached within sixty (60) days after the service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration.

Such arbitration shall be held in Delaware in accordance with the laws of the State of Delaware, and the rules then obtained from the American Arbitration Association, as the party first referring the matter to arbitration shall elect, and the parties consent to the jurisdiction of Delaware.

All claims, disputes, questions, and controversies (hereinafter "controversy") not resolved by negotiation between the parties shall be submitted to and be determined by a panel of three arbitrators. Any such arbitration shall be conducted in St. George, Utah. Either party may initiate the arbitration by giving a written demand for arbitration to the other party by registered or certified mail, setting forth the nature of the controversy, the amount involved, if any, the remedy sought, and the name of one arbitrator. The panel of three arbitrators shall be appointed as follows. The party initiating the arbitration shall appoint an arbitrator and shall name him in the written demand for arbitration as aforesaid. Within twenty (20) days after receipt of said written demand, the other party shall appoint a second arbitrator by written notice to the initiating party by registered or certified mail. Within thirty (30) days after the appointment of the second arbitrator, the two arbitrators so appointed shall appoint a third arbitrator by written notice by registered or certified mail to the two parties. If either party shall fail to appoint an arbitrator as above provided, or if the first two arbitrators shall fail to appoint the third arbitrator as above provided, then said arbitrator, upon written application of either party, shall be appointed by the Chief Judge of the United States District Court for the District of Utah.

The arbitration shall be conducted by the panel of three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association, except as such rules may be modified for the purpose of the arbitration proceeding by the action of a majority of the panel and by written notice by registered or certified mail to each party. The decision of the arbitrators shall be by majority vote, and the award of the arbitrators shall be final and binding upon the parties and judgment thereon may be entered in any court having jurisdiction with respect thereto. Each party shall bear its own expenses in connection with the preparation and presentation of its case at the arbitration proceedings. The fees and expenses of the arbitrators and all other expenses of the arbitration (except those referred to in the preceding sentence) shall be borne equally by the parties to such arbitration.

This agreement to arbitrate and any award rendered pursuant thereto shall be enforceable under and pursuant to (i) the laws of the State of Utah, and (ii) Title 9 of the United States Code, as amended, if and to the extent applicable hereto. The parties hereto hereby submit to the jurisdiction of the duty-constituted courts of said State for the purpose of enforcement of this agreement to arbitrate and any and all awards rendered pursuant thereto, provided that this sentence shall not limit in any way the right of any party hereto to bring an action or actions to enforce this agreement to arbitrate or any award rendered pursuant thereto in any other proper forum.

Buyer Initials: _____

VI. Appendix. The attached sheet to this agreement is hereby incorporated by reference. The stated purpose in the appendix is to fully notify both parties of the expectations, obligations, and rights under this contractual agreement. This appendix via incorporation by reference is also compliant with the Statute of Frauds. This appendix provided the specifications as well as the unique modifications, options, and add-ons. This appendix will be titled "Appendix" and will be the only other document designated as such. A copy of the Appendix will be titled such, signed by both parties, and attached to the contractual agreement hereto.

VII. Governing Law. This agreement shall be governed by and construed in accordance with laws of the State of Utah.

VIII. Counterparts; E-Signature. The parties may execute this agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. Transmittal and receipt of a signed copy of this agreement via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

IX. Signature: By signing below, you have read this agreement and understand and agree to all terms, rights obligations, and provisions contained herein. This agreement is considered "Executed" upon both parties signing below:

Buyer's Signature

Date

COO - For Sequoia Investors, LLC

Date

Specifications: