



PRIME METAL BUILDINGS & COMPONENTS
16134 S US Highway 377, Dublin, TX 76446
Main Office: 254-445-4462

PRE-ENGINEERED METAL BUILDING CONTRACT

SALESMAN: SETH CHITESTER CONTRACT/JOB NUMBER: P26-0372 DATE: 9/18/2026

OWNER & BUYER INFORMATION

BUYER NAME:	DUBLIN ISD	OWNER NAME:	DUBLIN ISD
BUYER PHONE:	254-445-6095	OWNER PHONE:	254-445-6095
BUYER EMAIL:	TBD	OWNER EMAIL:	TBD
BUYER ADDRESS:	420 N POST OAK DUBLIN, TX 76446	OWNER ADDRESS:	420 N POST OAK DUBLIN, TX 76446

PROJECT INFORMATION

PROJECT NAME:	DUBLIN AG FACILITY	POINT OF CONTACT:	BOB CERVETTO
PROJECT TYPE:	PEMB	POC PHONE:	254-445-6095
PROJECT LOCATION:	DUBLIN, TX 76446	POC EMAIL:	BCERVETTO@DUBLINISD.NET

BUILDING SPECIFICATIONS

GENERAL BUILDING INFORMATION

WIDTH: VARIES (SHOWN IN DWG'S)
LENGTH: VARIES (SHOWN IN DWG'S)
HEIGHT: VARIES (SHOWN IN DWG'S)
BAY SPACING: VARIES (SHOWN IN DWG'S)
EAVE EXTENSION: VARIES (SHOWN IN DWG'S)
GABLE EXTENSION: VARIES (SHOWN IN DWG'S)
SQUARE FOOTAGE: 19,820
ROOF SLOPE: 3/12
CABLE BRACING USED: Yes
PORTAL FRAMING USED: Yes
LEFT ENDWALL TYPE: BEARING FRM (Non Expandable)
RIGHT ENDWALL TYPE: 1/2 RIGID (Non Expandable)
FRAME FINISH: RED OXIDE PRIMED
PURLIN FINISH: RED OXIDE PRIMED
ROOF PURLIN LOCATED: BYPASS
WALL GIRTS LOCATED: FLUSH
ROOF PANEL GAUGE: 26GA
ROOF PANEL PROFILE: PBR
ROOF PANEL FINISH: PAINTED (40YR)
WALL PANEL GAUGE: 26GA
WALL PANEL PROFILE: PBR
WALL PANEL FINISH: PAINTED (40YR)
TRIM FINISH: PAINTED (40YR)

ENGINEERING

BUILDING CODE: IBC 2018
OCCUPANCY: CLASS II NORMAL
EXPOSURE: C
BUILDING OPEN/CLOSED: PARTIALLY ENCLOSED
WIND LOAD (MPH): 107 MPH
GROUND SNOW LOAD: 5 PSF
COLLATERAL LOAD: 1 PSF
SEISMIC ZONE: A
DEAD LOAD: 2 PSF

To Confirm Codes, Buyer
Initial Here: _____

DOCUMENTS REQUIRED

APPROVAL DRAWINGS: YES
SEALED DRAWINGS: YES
MISC: N/A

SPECIAL CONDITIONS

ROOF LINER: N/A
WALL LINER: YES
CRANE: N/A
TIE IN TO EXISTING: N/A
PARTITION(S): N/A
PEAK OPENING: N/A
OTHER: N/A

ACCESSORIES

GUTTERS/DS:	FRONT & BACK WALL	DOOR QTY / HARDWARE:	(6) PANIC HARDWARE
SPECIAL TRIM:	AS REQUIRED	RAISED RIDGE:	NO
ROOF INSULATION:	NONE	ROOF VENTS:	NO
WALL INSULATION:	NONE	SKY LIGHT PANELS:	NO
FRAMED OPENINGS:	YES	WALL LIGHT PANELS:	NO
ANCHOR BOLTS*:	STD J-BOLT	FREIGHT INCLUDED:	YES
WALK DOORS:	FIELD LOCATED 3070		

*BUYER RESPONSIBLE FOR CONFIRMING ANCHOR ROD/BOLT DESIGN, TO INCLUDE LENGTH, DESIGN, & CODE REQUIREMENTS.

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FRAMED OPENING DETAILS

6 @ 3070 FIELD LOCATED WALK DOORS INCLUDED
1 @ 14' X 14'/ DOORS NOT INCLUDED
2 @ 12' X 12/ DOORS NOT INCLUDED
6 @ 10' X 10'/ DOORS NOT INCLUDED
2 @ 4' X 4/ WINDOWS NOT INCLUDED

ADDITIONAL NOTES

3'-0" WAINSCOT WALL BY OTHERS

INTERIOR FINISH OUT BY OTHERS

7'-4" 26GA PBR WALL LINER PANELS @ ANIMAL WASH BAY (SHOWN IN DWG'S)

SIGNED CONTRACT & APPROVALS DWGS + DEPOSIT NECESSARY TO SECURE PRICING & DELIVERY

ALLOW 1-2 WEEKS FOR APPROVAL DWGS (SUBJECT TO CHANGE BASED ON COMPLEXITY OF PROJECT)

BUYER IS RESPONSIBLE FOR UNLOADING, PLEASE HAVE PROPER EQUIPMENT READY @ DELIVERY

Buyer is Responsible for Confirming Local Codes and Building Criteria

FINAL PRICING

BUILDING PRICE :	\$249,500.00
DONATION FROM PRIME :	\$149,500.00
6.75% TAX* :	\$0.00
TOTAL :	\$100,000.00

*Amount does not include option items, if applicable
*Tax, if applicable, is noted at Erath County, TX Rate
See pages 3-4 for Terms and Conditions

50% Deposit Required at Signing

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MANDATORY TERMS AND CONDITIONS

The undersigned Buyer hereby agrees to purchase the building (s) described on this Contract Agreement upon the terms and conditions below:

1. The word "Seller" in this document is to be Prime Building Components, LLC ("Prime").
2. This contract shall be deemed to have been made and entered into in Erath County, Texas and shall be enforced, interpreted and construed according to the laws of the State of Texas. The parties agree that the contract shall be FOB Prime's location.
3. This contract covers only items specifically set out in this document. In the event of conflict between drawings and this document, only the material listed herein will be furnished. All materials furnished are to be governed by Prime Specifications only and variance or deviation from such Specifications must be stated on this document or are invalid. All other material furnished will be at extra charge.
4. All material prices are net, with payment in lawful currency of the United States, without deduction of any kind. Payment in cash for contract value of material and freight charges will be due and payable upon shipment. If shipment is delayed at request of Buyer, Payment will be due immediately and must be received by Seller prior to shipment.
5. Reasonable doubt on the part of Seller of Buyer's financial responsibility shall entitle the Seller to stop operations, decline shipment, withhold delivery of any material in transit, require increase in deposit or full payment or to exercise any other rights or remedies granted to Seller under the provisions of The Uniform Commercial Code or other applicable law, without liability whatsoever unto Seller, until Buyer shall have paid for all material referred to in this proposal, or satisfied Seller of its financial responsibility. It is further agreed that Buyer will pay all costs of collecting or securing, or attempting to collect or secure, any indebtedness which may be due hereunder, including a reasonable attorney's fee, whether the same be collected or secured by suit or otherwise. Should Buyer fail to make payment upon terms designated by Seller, interest at the rate of 1.5% per month (18% annual percentage rate) will be charged from maturity and for each 30-day period the invoice goes beyond the term of payment. If state law of Buyer prohibits this rate, the interest charged in the annual percentage rate will be the maximum allowed by state law. Payment for all materials delivered shall become due immediately upon delivery in accordance with the terms on the front side hereof. In the event payment terms are not stated on the front side, all payments become due on delivery or offer to deliver at the option of the Seller.
6. Terms. (Unless otherwise pre-approved by Prime in writing), funds are due upon receipt (COD, Cashier Check, or Pre-approved Check), as delivered to the jobsite, or offer to deliver.
7. Seller is a manufacturer and the supplier of the materials contained in this Order Document. Seller will furnish Buyer all standard erection drawings necessary for the erection or installation of Prime's products by competent and experienced workmen; however, Seller is not the General or Prime Contractor of any work performed and does not provide any installation or erection services. Shop details are not normally furnished unless specified in the proposal. This contract does not include erection, which is solely the responsibility of the Buyer. If an Engineer of Record is needed for the project, Buyer understands that Seller is not the Engineer of Record or Design Professional in Charge responsible for Buyer's project. Seller may use independent, third-party, professional engineers who are responsible for all engineering services, including, but not limited to, the steel design and engineer sealed drawings. Neither Seller nor any such third-party engineer is the Engineer of Record or Design Professional in Charge responsible for Buyer's Project. Buyer agrees that it has the sole responsibility to ensure that any building ordered from Seller meets all local codes and regulations. Seller guarantees only that the buildings will meet specific loadings outlined in the sales contracts and makes no further representations, warranties, or guarantees as to the engineering and design specifications.
8. Except as otherwise expressly provided herein, all excise, privilege, occupation, sales, use, personal property, and other taxes applicable to the sale, purchase, construction, use or ownership of any of Seller's products and/or work provided herein that are applicable to the transaction shall be added to the Contract consideration and shall be paid by Buyer upon demand. Payment for additional material not included in the contract, but required by Buyer, shall be promptly made by Buyer on the same basis as the original sale.
9. Shipments and delivery FOB Prime's place of business shall be subject to approval of Seller's Credit Department and Seller reserves the right, previous to making any shipment, to acquire from Buyer satisfactory security for performance of Buyer's obligations. If Buyer fails to fulfill the terms of payment, Seller may defer additional shipment or labor or may at its option, cancel the uncompleted balance. All deferred payments shall bear interest from the time they are due until paid at the rate of 18% per annum, and if collection of this contract requires any legal counsel or procedures, Buyer agrees to pay reasonable attorney's fees which shall not be less than 15% of the principal and interest then due. No failure of Seller to exercise any right occurring from default of the Buyer shall impair Seller's rights in case of any subsequent default. Further, Seller maintains the right to assert and file a lien on the real property upon which the materials are to be placed and to contact the owner of such real property in addition to all other remedies available to Seller.
10. Seller is fully authorized at any time to add the legal description of the real estate upon which the personal property described on the preceding pages is to be placed and, if appropriate, to place a lien on such property in order to secure payment for amounts owed by Buyer.
11. Changes in work within the general scope of this contract, consisting of additions, deletions, or other revisions, shall not be effective unless signed in writing by both parties for adjustment to the contract sum and/or contract time prior to the commencement of such changed or revised work.
12. This proposal is not a contract until signed by Buyer and accepted by an authorized representative of Prime, and when accepted, it together with the general conditions of the contract, constitutes the entire contract between Buyer and Seller.
13. This contract and orders cannot be canceled by Buyer under any circumstances without Buyer's first reaching an agreement in writing with Seller covering all damages. If cancellation or modification is agreed to by Seller, Buyer agrees to promptly pay all reasonable engineering and other expenses incurred by Seller in connection with this contract, but not less than 15% of the contract price.
14. Upon accepting this offer, Seller will notify Buyer in writing of the estimated shipping date. However, such date is to be construed as an estimate only and Seller shall not be liable to Buyer for any delay. Title and risk of loss will pass FOB Seller's shipping point. Buyer will be responsible for and pay all freight, shipment, and insurance charges associated with shipment of the materials, even if the order is rejected upon delivery. Delivery time on materials not normally carried in the stock of Seller shall be predicated upon the availability to Seller of this particular type of material. In the event Buyer delays approval of drawings by more than thirty (30) days after receiving same or requests a delay in fabrication beyond thirty (30) days after approval of drawings, Seller may invoice Buyer for any services performed, and the price quoted herein shall be subject to revision at Seller's option. In the event Buyer delays delivery of building and/or parts after fabrication is complete and ready to ship, Seller will immediately invoice Buyer for the total cost of shipment FOB at Seller's facility location, amount which shall be due and payable upon receipt of invoice. Buyer must accept delivery when tendered by Seller off loading, or other costs of delay shall be paid by Buyer. Seller reserves the right to charge Buyer for storage of materials at prevailing rates, and Buyer will reimburse Seller for the cost of storing material if shipment is delayed by Buyer. Buyer will assume any damages to materials caused by deterioration.
15. Seller is not responsible for any delays occasioned by transportation difficulties, priorities of any kind, strikes or accidents, war, acts of God, pandemic, or any causes beyond Seller's control, and no penalties or liquidated damages are provided for herein. Seller shall not be liable for any direct, special, consequential, liquidated, or punitive damages, including loss of use, which Buyer may suffer by reason of Seller's delays in performance of this agreement. Causes of such delays include, but are not limited to, strikes, fires, floods, storms, riots, differences with workmen, loss or damage of materials, inability to obtain workmen or materials, excessive backlog, or other circumstances beyond Seller's reasonable control.
16. It shall be the responsibility of Buyer to carefully check order acknowledgements immediately upon receipt and to notify Seller of any discrepancy. Any objections, discrepancies, or defects must be reported within three (3) days or goods shall be deemed accepted.
17. Price Escalation Clause: In the event that the fabrication of the subject building cannot proceed within 3 calendar days from the date of Seller's Contract, due to Buyer, the building will be subject to re-pricing to include increased material and/or labor costs if applicable, which Buyer agrees to pay.
18. In the event that any terms or conditions stipulated in the Buyer's purchase order or contract are inconsistent with this Seller's Contract, the Seller's Contract shall govern absolutely. Any Purchase Order issued by Buyer or any modification thereof, incorporates by reference, all the provisions of this Contract. Any terms submitted by Buyer that are different from those provided in this Seller's Contract are deemed rejected unless approved in writing and signed by Seller.
19. Seller reserves the right to change or modify the design and construction of its standard buildings from time to time and to substitute material equal to or superior to that originally specified.
20. Seller will furnish buyer all standard erection drawings required for the erection or installation of Seller's products by competent and experienced workmen. Shop details are not normally furnished unless specified in the proposal.
21. ALL ANCHOR BOLT or ANCHOR ROD DETAILS ARE BASED ON PRIME'S PEMB ENGINEERING SOFTWARE. IT IS THE BUYER'S FOUNDATION ENGINEER OF RECORD'S RESPONSIBILITY TO CONFIRM THAT THEY MEET THE MINIMUM REQUIREMENTS. ENGINEERING AND DESIGN SUGGESTIONS ARE MADE IN THE BEST INTEREST OF ALL PARTIES, BUT ALL RESPONSIBILITY FOR THEIR ACCEPTANCE AND USE LIES ENTIRELY WITH BUYER. SELLER SHALL HAVE NO LIABILITY AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE ENGINEERING AND DESIGN SERVICES OR PRODUCTS.
22. The Buyer acknowledges that Class I Animal Confinement structures may require expansion joints but has voluntarily elected to remove all such joints from the design, releasing the Seller and their consultants from any liability arising from their omission.
23. This contract does not include erection, which is solely the responsibility of Buyer.
24. Claims for correction of alleged misfits will be disallowed unless Seller shall have received prior notice thereof and allowed reasonable inspection of such misfits. Ordinary inaccuracies of shop work shall not be construed as misfits. No part of the Building may be returned for alleged misfits without written prior approval of Seller.
25. If any material is damaged prior to receipt by Buyer to a degree that will prevent use of such material with minor field repair, Buyer will notify Seller within three (3) days of receipt of the material. It is specifically agreed that claims for errors, shortages, imperfections and deficiencies will not be entertained by Seller unless made in writing to the appropriate sales department of Seller within three (3) days after receipt of the material, and Seller shall not in any event be liable for labor charges or consequential damages arising from the use of defective materials. It is further agreed that no back charges or offsets of any kind will be accepted by Seller unless agreed to in writing.
26. This Contract is subject to Buyer's acceptance within 3 days, and to subsequent approval and signature of Seller. Thereupon, this Contract will become a final expression of agreement between Buyer and Seller relating to the materials and/or work herein proposed to be sold. After acceptance and approval of this Contract by Seller, this Contract cannot be cancelled without mutual agreement of the parties, and payment of Seller of all costs and expenses incurred by it in preparation for fabrication under said Contract from the date of acceptance through the date of cancellation. This Contract cannot be modified except in writing signed by both parties. In the event of modification of this Contract, any such modification shall be deemed to include all of the provisions of this Contract. In the event that Buyer does not accept the contract within 3 days, Seller may revise pricing.
27. Seller shall not be responsible or liable for the obtaining of permits to erect or install any product.
28. Any shortages by Buyer must be made to Prime within three (3) days after delivery, or such claims will be considered to have been waived by the Buyer and disallowed.
29. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such Arbitration shall be held in Dublin, Erath County, 16134 S. US Hwy 377, Dublin, Texas 76446 or such other location as designated by Seller. This agreement is performable in Erath County, Texas. The parties hereto agree that venue shall be in Dublin, Erath County, Texas for any and all claims or disputes arising out of all transactions between Seller and Buyer. Buyer agrees this is a commercial contract.

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30. If Seller is the prevailing party in any legal proceeding or arbitration brought under or with relation to this Agreement, Seller shall be entitled to recover from the Buyer all costs of such proceedings and reasonable attorney's fees.
31. Buyer may not assign this Contract.
32. No action and/or arbitration proceeding may be brought by Buyer against Seller unless it is commenced within one year from the date of this Contract and all payments to Seller have been made in full.
33. This writing is intended by the parties as a final expression of their agreement, and it is intended also as a complete and exclusive statement of the terms of their agreement. It is specifically understood and agreed that Seller shall have no liability whatsoever under any contract between Buyer, and other parties, unless Seller agrees thereto, in writing, at the time of acceptance of the Contract.
34. We hereby propose to supply the above-described material. Drawings shall be approved by the customer before building is manufactured. Signed approvals are to be returned within three (3) business days to hold pricing. Deposit to be received within three (3) business days to hold pricing. Purlins, frames and sheeting are void of any rust warranty when used in agricultural applications. Freight is included and Buyer must supply all unloading & handling of materials in a prompt manner. Any shortages shall be claimed immediately or waived. Erection drawings and bolt setting plans are included. ERECTION, ANCHOR BOLTS, TAX, DOORS, PERMITS, OR INSPECTIONS ARE NOT INCLUDED UNLESS OTHERWISE NOTED. Loading is to be confirmed by the customer.
35. Buyer licenses and consents to Seller utilizing photos, depictions and/or literature relating to said buildings or structures being used in Seller's Marketing Materials unless Buyer specifically prohibits such use in writing to the Seller.
36. Seller may assess, and Buyer agrees to pay all applicable taxes whenever assessed by any jurisdiction and agrees to indemnify and hold the Seller harmless for any action arising out of the non-payment of applicable taxes. This obligation shall apply in the event that any exemption claimed by Buyer is invalid under law or rejected by the applicable authority. Buyer shall be responsible for any later assessed taxes or fees.
37. CREDIT CARD PAYMENTS: All credit card payments for contracts in excess of \$10,000 are subject to a convenience fee (currently 2.7%) for each payment. The convenience fee is assessed per credit card transaction.
38. All intellectual property arising out of this agreement, including designs, methods, know how, innovations or other legally protected rights are and will remain the property of Seller. Buyer has no such rights and is entitled only to the products delivered pursuant to the contract.
39. BUYER AGREES TO PAY SELLER THE TOTAL PRICE.
40. Disclaimer of warranties. There are no warranties, express or implied, beyond those specifically stated within this contract. Seller specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and buyer is responsible for making its own assessment of the products, materials, or work completed and/or delivered under this contract.
41. Disclaimer of Warranty and Liability as to Fire Risk. Seller makes no warranty as to fire risk in building or structures supplied under this contract, and buyer must make its own independent assessment and assumes all risk regarding the fitness of the materials, building, or structures concerning risk of fire. Seller makes no warranty as to fire resistance of any roof coatings purchased from seller. Any warranties concerning roof coatings are limited to what is provided by the manufacturers of the roof coatings. Seller makes no assessment of the feasibility of protection of any roof coatings sold under this contract. If buyer elects not to purchase roof coatings from seller, buyer assumes all risk and must make its own independent assessment of any roof coatings purchased and all liability rests with buyer or the manufacturer of the purchased roof coatings.
42. Limitation of Warranty and Liability As to Design. If seller designs the building purchased under this contract, seller warrants that the design services included as part of the work under this contract shall conform to the terms and conditions of the contract documents, including any technical specifications, applicable codes, laws, regulations, or permits, in each case in effect as of the substantial completion date (the "limited design warranty"). This limited design warranty is a warranty to repair or replace and not a warranty of the condition or future performance of the designs or products which it covers. No other warranties, express or implied, are intended or supplied by seller other than the limited design warranty as to the design of the building or materials supplied under this contract. In no event will seller be responsible for any incidental or consequential damages arising out of any defect in any design or related part, arising out of the failure of any design or related part, or arising out of any breach of the warranty made herein. For designs supplied by any person or entity other than seller, seller has no liability, duty, responsibility, or obligation to determine whether the designs conform to the terms and conditions of the contract documents, including any technical specifications, applicable codes, laws, regulations, or permits. In such case, buyer assumes all risk and must make its own independent assessment as to the conformity of the designs to the terms and conditions of the contract, including any technical specifications, applicable codes, laws, regulations, or permits.
43. Limitation of Liability. It is understood that seller is not an insurer, that insurance, if any, shall be obtained by the buyer and that the amounts payable to seller hereunder are based upon the value of the goods and services and the scope of liability as herein set forth and are unrelated to the value of the buyer's property or property of others located in buyer's premises. Buyer agrees to look exclusively to buyer's insurer to recover for injuries or damage in the event of any loss or injury and releases and waives all right or recovery against seller arising by way of subrogation. Seller makes no guarantee or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that the goods or services supplied will avert or prevent occurrences or the consequences therefrom, which the goods or services are designed to provide. The buyer does not desire this contract to provide for full liability of seller and agrees that seller shall be exempt from liability for loss, damage or injury due directly or indirectly to occurrences, or consequences therefrom, which the service or goods are designed to provide or avert and that the provisions of this paragraph shall apply if loss, damage, or injury, including but not limited to, lost profits, loss of use, loss of time, inconvenience, loss of business opportunities, damage to good will or reputation, or loss of data, irrespective of cause or origin, results directly or indirectly to a person or property from the performance or nonperformance of obligations imposed by this contract or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of seller, its agents or employees.

I have read and understand the above terms and conditions and agree to them as written.

Prime Building Components, LLC. (Seller) By: _____ Date: _____

Buyer Signature: _____ Date: _____

Note: This Purchase Agreement is Void without the Signatures of the Buyer and Prime Representative

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APPENDIX "A" (ADDITIONAL NOTES)

(NOTHING FOLLOWS)

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