

Please read these details. We were swindled by the dealer "Beyond The Backyard" (also referred to as BTB), not the manufacturer "American Steel" (also referred to as ASC). Due to the deceptive nature of the contract and the inability of customers in our area to qualify for the refund that the contract promises, Beyond The Backyard is taking customers' money under false pretenses.

***All communications referenced in this document are from recorded phone calls. All claims in this document have recorded evidence to back them up.***

We reached out to American Steel, via the contact information on their online website, to have an all metal garage/shed structure built on our property. We were redirected to the dealer that services our area, Beyond The Backyard, to setup and complete the transaction.

**Summary:**

Beyond The Backyard is not honoring our contract and is engaging in deceptive business practices. Beyond The Backyard claimed a "7-day deposit refund" policy, which is not on our contract, nor on their website. They claimed this in an effort to justify keeping \$1,318.64 (50%) of our money despite not doing any work, nor performing any services. Again, we must emphasize, Beyond The Backyard performed no work, nor performed any services during this entire process other than sending us a contract and taking our deposit. American Steel worked with us while we attempted to work with the county to comply with local code regulations. Unfortunately, our permit was not able to be approved due to the county's foundation requirements that would have more than doubled the cost of the structure. These foundation requirements were well beyond what American Steel deemed necessary to build the structure. Beyond The Backyard admitted, twice on a recorded phone conversation, that we cannot buy directly from American Steel (ASC), yet BTB says that buying directly from ASC is the only way to have our deposit refunded if there is a permit issue. Buying directly from ASC is precisely what we thought we were doing when we were redirected to BTB to complete the transaction. The contract we signed states clearly that ASC will refund our money if there is a permitting issue, directly after the line item that says deposits are not refundable. The contract is worded in a manner that leads the customer to believe that deposits are not refundable unless there is a permitting issue. When ASC's engineering department determined that the project could not move forward, ASC said they would refund our deposit; but that they could not perform the refund because BTB was the party who took our deposit. They then directed us to BTB and told us that they should refund our deposit because this was due to a permitting issue. Beyond The Backyard refused to refund our deposit and said the contract stated there are "no refunds". We pointed out the very next line that says that ASC will refund our deposit in the event of a permitting issue that is out of ASC's or the customer's control. They told us this was only when buying directly from ASC. We told them that we contacted ASC and were redirected to BTB to complete the transaction. Jason at BTB told us that "yes" "this is what they are supposed to do" because BTB services our area. I pointed out that this means we are not able to buy directly from ASC then if that is how "buying direct" is defined. At this point Jason from BTB said he would give us 50% of our deposit back. We explained that we are in the middle of trying to build a house for our family. We pleaded with him to do right by us since BTB performed no work and because ASC said they would refund our money; and ASC told us to call BTB to get this refunded. ASC worked with us for nearly 2 weeks while we tried to work with the county to get a permit. Yet, they were still willing to refund our deposit when a permit was not possible to get. BTB did not do any work and was not involved in these efforts at all. Yet, they are refusing to give us our money back. When I explained our predicament, Jason from BTB rudely snapped back with "if you want me to I can go back to our policy" as a threat to not give us any of our money back. At this point we relented and asked him to give us 50% of our deposit back.

American Steel has been wonderful to work with. If you are able to buy directly through American Steel, I recommend you do so. Do not, under any circumstances, give your deposit to any dealer; especially Beyond The Backyard. They provide no service and no benefit to the customer. Beyond The Backyard has inserted themselves as an unnecessary and unreliable middle man into this process. They add the risk of you losing your

deposit if there is a permitting issue. If you give your deposit directly to American Steel, you will be protected if the worst should happen. Make sure you are speaking directly to American Steel and that your deposit is going directly to them. They will take care of you.

We do not recommend that anyone ever do business with Beyond The Backyard under any circumstances. They were rude, unprofessional, evasive, deceptive, disrespectful, and borderline criminal in their behavior towards us.

#### **More details:**

Our contract states we can receive a refund if there was a permitting issue outside of our control. When we had a permitting issue outside our control, we were told we could not get a refund because we did not order it directly through American Steel. When we attempted to order, we were redirected to Beyond The Backyard because they “service our area”. Beyond The Backyard confirmed that American Steel is supposed to redirect all sales requests in our area to Beyond The Backyard. So, it appears to us that we cannot make a direct sales order to American Steel. Yet, our contract makes us think we are protected against a permitting issue. This is why we went forward with the purchase because our contract verbiage appeared to protect us. We found ASC online and reached out to them through the information we got on their website. We were then redirected to Beyond The Backyard. So, we had no idea we weren’t making a direct sales order.

We paid a deposit for a metal building in the amount of \$2,637.26. The contract states there are no refunds on one line item. The following line item states **“Upon receipt of proof of cancellation, due to county permitting that is out of the Buyer’s and ASC’s control, ASC will refund the Buyer’s deposit;”**.

We were led to believe that we would receive a refund if there was a permitting issue that was out of our control. After working extensively, for approximately 2 weeks, with the county and with the engineering department of American Steel (who is the contractor that is building the structure), it was determined by American Steel, that we could not move forward.

We have a recorded call, in which, American Steel is the one who stated we cannot move forward, despite our best efforts to move forward: [https://drive.google.com/file/d/1d7QC0yyC5zpUM-pdohrRFH0MU\\_1veahP/view?usp=sharing](https://drive.google.com/file/d/1d7QC0yyC5zpUM-pdohrRFH0MU_1veahP/view?usp=sharing).

We also have a recorded call where American Steel says that the dealer, named Beyond The Backyard, should refund our deposit because the order was canceled due to a permitting issue. This is in accordance with the verbiage on our contract:

[https://drive.google.com/file/d/1Wz3\\_HuYmekdLaAvYnGDkalluBsYo5iX7/view?usp=sharing](https://drive.google.com/file/d/1Wz3_HuYmekdLaAvYnGDkalluBsYo5iX7/view?usp=sharing)

When we called Beyond The Backyard about this, we were told that a refund was not possible because we ordered the building through Beyond The Backyard instead of ordering it directly through American Steel. In a recorded call, I asked Beyond The Backyard how this was possible since they service our area and we were not able to order directly through American Steel. - <https://drive.google.com/file/d/1eun1NgTWMzKsxQrMfCA9-sqD3LgK0VXy/view?usp=sharing>

When we ordered from American Steel’s website, we were directed to Beyond The Backyard because they “service our area”. When I asked Beyond The Backyard about their deceptive contract wording, they made up a new policy on the spot and stated that “since it was over 7 days” they would not refund our money. This can be heard here: <https://drive.google.com/file/d/1L4z9rRBler76XdCWOuuE2dGW1A2LdoP3/view?usp=sharing>

This “no refund after 7 days” policy language exists nowhere in our contract and does not exist in any of their literature, nor anywhere on their website. We downloaded an entire copy of their website for reference and

proof. These files can be viewed here: <https://drive.google.com/drive/folders/1BpBSiJCYoMYggfo61Cny-2WyHfhSUKKA?usp=sharing>

At this point we filed a fraud dispute with our credit card company because we had no other recourse or means of protection from this fraudulent behavior.

~~~~~**BEGINNING OF COMMUNICATION WITH CITI BANK**~~~~~

Here is the dealer's information:

Dealer – Beyond The Backyard:  
Jason & Shawna Gaither, Owners  
4761 Flat River Rd, Farmington, MO 63640  
573 713 9400  
<https://btbbuildings.com/>

The Citi Bank rep I spoke to is named Lala, she said to type out, in conversation format, the phone call recordings that were evidence of the claims I am making in the context document I am sending because they are not able to receive audio files as evidence. This is the document I sent Citi Bank:

*This is the conversation we had with American Steel where we contacted the Engineering Department in order to find a way to move forward with our order and get our structure built. We talked to their Engineering Department and were told, due to the permitting requirements, that there was nothing we could do to move forward. We were transferred back to sales to proceed with canceling the order and getting our deposit back. The sales department told us that they would refund our deposit since it was a permitting issue, but that we would need to contact our dealer to get our deposit refunded, since American Steel did not have the deposit and Beyond the Backyard (the dealer) did have it.*

**American Steel:** Thank you, for holding. This is Carla. How can I help you?

**David Vaughan:** Hi Carla. This is David and Michelle Vaughan again. We just got transferred back to you from the engineering department.

**American Steel:** Yeah, correct.

**David Vaughan:** Okay. She said unfortunately there's nothing we can do in this situation because of the county's requirements for the pier foundation. So I'm not really sure what we can do at this point.

**American Steel:** So if you're wanting to cancel, we can cancel the order on our end. But if, you know, you're deposit would need to be discussed with your dealer and most likely he will give it back just because it is, you know, because of the foundation. Are you needing a permit for the building?

**David Vaughan:** Yes, yeah, we did, we did go through the permit process.

**American Steel:** Yes, so because it is, because of the permitting process, you probably will get the deposit, the deposit back. Usually here, you know, when we have an order and the customer is not able to get, you know, their permit, has permit issues, we do give them their deposit back.

~~~~~We then contacted Beyond the Backyard as instructed by American Steel.~~~~~

*This is the conversation we had with Beyond the Backyard (the dealer) where we talked to them about American Steel's decision and directions regarding how to go about getting our deposit refunded so that our order could be fully canceled.*

**David Vaughan:** When American Steel was talking to us about it, they basically just said that because it was a permitting issue that they would refund our deposit, but they said we needed to contact Beyond the Backyard because we went through you guys, and we see on the invoice where it lists out that deposits are non-refundable, but the very next item states that if there is an issue with permitting that's beyond our control that deposits were refundable.

**Beyond The Backyard:** So.. say it again?

**David Vaughan:** On the invoice where it's, oh, sorry, sorry, I thought you were asking me.

**Beyond The Backyard:** So, it's per the dealer, uh, it says on that they're non-refundable.

**David Vaughan:** Yes, yeah, for, and then the very next one says, upon receipt of proof of cancellation due to county permitting that is outside of the buyer's or ASC's control that they'll refund the buyer's deposit.

**Beyond The Backyard:** If you bought directly from the manufacturer with direct sales.

**David Vaughan:** What do you mean?

**Beyond The Backyard:** So if you bought it straight from American Steel with their online direct sales, that's, that's regarding that.

**David Vaughan:** Oh, so when we contacted American Steel they directed us to Beyond the Backyard to submit the order.

**Beyond The Backyard:** So if you're in our surrounding area that's what they are supposed to do.

**David Vaughan:** Okay.

**Beyond The Backyard:** But they have sales people for them.

**David Vaughan:** Oh, yeah, but since I'm in your area, I don't have the ability then it sounds like to buy directly from them because I spoke with them and they sent me directly to you.

**Beyond The Backyard:** Yes.

*<end of conversation clip>*

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***This is a screen shot of the 2 line items on our contract as they appear in the document:***

### **Down Payment Refund.**

Down payments on an ASC structure are paid directly to the dealer upon entering into the purchase order and are non-refundable.

### **Down Payment Refunds on ASC Online and Manufacturer Direct Sales.**

Upon receipt of proof of cancellation, due to county permitting that is out of the Buyer's and ASC's control, ASC will refund the Buyer's deposit; this explicitly excludes any cost incurred in connection with specially engineered designs and construction plans. In the event of a cancellation by the Customer for any other issue not related to permitting, the deposit will be non-refundable.

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Here is that language that we were forced to initial and acknowledge, typed out:

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These 2 items are listed in this exact order. When ASC is contacted, the customer is supposed to be redirected to the dealer (Beyond The Backyard) according to the dealer's own admission. Yet the contract leads the customer to believe that ASC will facilitate the refund of the deposit if there is a permitting issue that is outside of either parties' control.

There is no reason to include the section titled "**Down Payment Refunds on ASC Online and Manufacturer Direct Sales.**" if this section, that we were forced to initial, could never be applicable to anyone because such direct sales are not possible for customers in the area serviced by Beyond The Backyard. The dealer, Beyond The Backyard, is including this item in their contract to deceive customers into believing their investment will be protected in the event of a permitting issue. ***Because of this, BTB took our money under false pretenses.***

On a recorded call that can be listened to here:

<https://drive.google.com/file/d/1L4z9rRBler76XdCWOuuE2dGW1A2LdoP3/view?usp=sharing>, BTB told us, that their policy was that they would refund our deposit if it was within 7 days. This admission invalidates the seemingly hard-line "no refund" stance on the item titled **Down Payment Refund**. However, this was never documented anywhere and was never told to us. If it was, we would have canceled the order on day 6 when it was clear there was going to be a permitting issue, just to be safe, because we cannot afford to lose nearly \$3,000. Especially right now when we are trying to build a home for our growing family. It is clear from the numerous different "policies" from Beyond The Backyard that they are simply trying to keep our money despite not providing any goods or services and despite taking those funds under false pretenses.

I know there is a lot of information spread across multiple communications. Please let us know if it would be helpful for us to compile everything into one cohesive document for easier review. Thank you for your assistance!

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On 3/21/25 we received a notification from Citi Bank that our dispute was closed. We called to inquire and to make sure they got all 3 communications and that all the evidence made sense. We spoke to a rep named Fatu. Fatu said the partial refund was seen and the investigator on the case closed it in error due to this misunderstanding. They now know the refund was not in full and the case was re-opened on 3/21/25. We are awaiting the results of their investigation..

~~~~~**END OF COMMUNICATION WITH CITI BANK**~~~~~

**We then contacted American Steel to let them know what was going on:**

We spoke to Fernanda, who was very helpful. Fernanda from ASC said she was going to discuss this with management and see if anything could be done for us and will work to make sure that future customers are not taken advantage of by Beyond The Backyard in this manner.

I initially called ASC's texting line on accident before I called and spoke to Fernanda. Because of this, I got a text from ASC, after speaking with Fernanda, asking if they could help me. The text addressed me by name. ASC has been very prompt, personal, and helpful throughout this entire process. We are very thankful to them for their professionalism and service!

**My text response:**

Unfortunately, Beyond The Backyard refused to refund our deposit despite our contract claiming that "due to county permitting that is out of the Buyer's and ASC's control, ASC will refund the Buyer's deposit". Beyond The Backyard told us that this only applies to direct online sales with ASC, which we thought we had engaged in. We contacted ASC via the information we found online on your website and we were redirected to Beyond The Backyard to make the transaction. When we told Jason this at Beyond The Backyard he confirmed that ASC is supposed to redirect customers in our area to Beyond The Backyard when he then said, "this is what they are supposed to do" because Beyond The Backyard services our area. The contract Beyond The Backyard had us sign, that states we would be refunded in the event of a permitting issue, is only relevant if we purchased through a method that Jason at Beyond The Backyard, himself, claimed was not technically available to us in our area. This is deceptive and misleading and amounts to Beyond The Backyard taking our money under false pretenses.

ASC has been very helpful to us in this process and we greatly appreciate your engineering department's, sales team's, Fernanda's, and Carla's efforts in helping us to try to overcome the permitting hurdles and in helping us deal with this issue. Beyond The Backyard was not involved in any of this work, yet they still refused to refund our deposit despite not having done any work. I pointed this out to Jason and pointed out that he admitted ASC is supposed to redirect customers in our area to Beyond The Backyard for the transaction and that this makes the technically confusing and misleading verbiage of the contract impossible for us to qualify for. When I did this, he offered us a 50% refund. I then pleaded with him to do right by us since we had not consumed any of his time; and since ASC said they were willing to give us a refund despite us taking up ASC's time in dealing with the permitting issues, he then said "I can go back to our policy and give you no refund". He then proceeded to tell us that the Beyond The Backyard policy was "no refunds after 7 days" and that "this is on signs all over our office"; which is ridiculous. This language does not exist anywhere on any document from Beyond The Backyard, it's not on our contract, and is nowhere on their website. We downloaded an entire copy of the Beyond The Backyard website as evidence of this. We also have every phone call with Beyond The Backyard, from the beginning, recorded as evidence. At that point I relented and asked him to process the 50% refund,

which Shawna did. We have opened a dispute with our credit card company and are opening a case with the MO Attorney General's office, the BBB, and multiple other media outlets in an attempt to have this resolved and to protect other potential customers in our area from being taken advantage of by Beyond The Backyard. We will make it very clear that ASC has been very helpful and has not participated in the fraudulent or deceptive practices that have caused this problem. I am so sorry to have to bring this negativity to you all and I hope you all know how appreciative we are of your help through all of this. Again, we will make it clear that ASC has been wonderful and that we would continue to do business with ASC. However, we do not recommend that anyone ever do business with Beyond The Backyard under any circumstances. They were rude, unprofessional, evasive, deceptive, disrespectful, and borderline criminal in their behavior towards us. We hope you all have a wonderful weekend and, again, we apologize for how this all transpired. We appreciate you all over at ASC and will make sure that all media outlets, organizations, and departments that have to get involved know this!

#### **All files referenced in this document:**

American-steel-refund-clip – Clip where we discussed the refund with American Steel  
[https://drive.google.com/file/d/1Wz3\\_HuYmekdLaAvYnGDkalluBsYo5iX7/view?usp=sharing](https://drive.google.com/file/d/1Wz3_HuYmekdLaAvYnGDkalluBsYo5iX7/view?usp=sharing)

BTB-refund-convo-clip-no-refund-cannot-buy-direct – Clip where Beyond The Backyard told us that we would not get a refund and where Jason from BTB also admitted that it was impossible for customers in our area to qualify for the refund that our contract promises us  
<https://drive.google.com/file/d/1eun1NgTWMzKsxQrMfCA9-sqD3LgK0VXY/view?usp=sharing>

BTB-no-refund-show-deceptive-wording-offer-50percent-off-pleade-with-BTB-no-refund-after-7-days-i-can-go-back-to-our-policy-consequences-to-agreements – Clip that contains Jason from BTB

- Refusing to refund,
- Admitting customers in our area cannot qualify for the refund protection the contract explicitly grants
- Then offering us a 50% refund when we pointed out this deceptive business practice
- Us pleading with BTB to do right by us
- BTB making up a “no refund after 7 days” policy, seemingly on the fly
- Then threatening to keep all of our money if we didn't agree to the 50% and go away
- Then Jason from BTB telling us there are “consequences to making agreements”
- Then trying to get us to do more business with BTB in the future after they just stole over \$1,300 from us.

<https://drive.google.com/file/d/1L4z9rRBler76XdCWOuuE2dGW1A2LdoP3/view?usp=sharing>

BTB-whole-convo – Entire conversation with BTB including all clips/parts in this document. We are being 100% transparent in this situation  
[https://drive.google.com/file/d/1VZsPmqRP7I1Y\\_78HUEGm3xhPDcKqDY4u/view?usp=sharing](https://drive.google.com/file/d/1VZsPmqRP7I1Y_78HUEGm3xhPDcKqDY4u/view?usp=sharing)

american-steel-Eng-dept-says-no-carla-helps-17\_29\_250304\_1640 (hold music removed) – Clip where we worked with ASC's engineering dept in an effort to try to get the building accepted by our county's code enforcement office; but the engineering dept saying it was not possible. Then Carla from ASC working to help make sure we got our deposit back from BTB. All hold music was removed from this clip.  
[https://drive.google.com/file/d/1d7QC0yyC5zpUM-pdohrRFH0MU\\_1veahP/view?usp=sharing](https://drive.google.com/file/d/1d7QC0yyC5zpUM-pdohrRFH0MU_1veahP/view?usp=sharing)

American-steel-WHOLE-convo – Entire conversation with ASC including all clips/parts in this document. We are being 100% transparent in this situation  
<https://drive.google.com/file/d/1r4FlkOOga4eH3K1timhVPUU2hWBJFjSP/view?usp=sharing>

Screen shot from BTB's website where they claim to "go above and beyond for you" with respect to finances:

← → ↻ 📄 https://btbbuildings.com ☆

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