

Zook Structures LLC / Zook Cabins
5075 Lower Valley Road, Atglen, PA 19310 (610)593-4556
www.ZookCabins.com

TERMS AND CONDITIONS

TERMS:

1) \$2,750 deposit is required at time of order.
~ (To get Drawings Started) ~
Deposit may be charged to Visa/Mastercard.

- 2) 50% deposit required to start build process - Personal/Bank Check/Wire
- 3) 30% due prior to scheduled delivery of structure. - Personal/Bank Check/Wire
- 4) Balance due upon completion of structure. - Personal/Bank Check/Wire

Once final approval to preliminary drawings has been given by signature or email confirmation the drawings may not be able to change without a \$3,000 charge to have the cabin redesigned & reengineered.

Any unpaid payments shall bear interest at a rate of two percent (2%) per month. In the event it becomes necessary for Zook Structures LLC to take action to collect any amount due hereunder, Zook Structures LLC shall be entitled to all reasonable costs of collection, including attorney's fees and associated costs, from customer. If any check is returned for insufficient funds, Customer will be responsible for all costs associated therewith including a processing charge of \$35. Sales tax will be collected at the applicable rates required by law.

Deliveries are normally made Monday through Friday between the hours of 6am and 6pm depending on customer location. Mileage is based upon the distance from Zook Structures LLC facility, or affiliate facility, to the requested delivery location. Zook Structures LLC reserves the right to reschedule deliveries due to inclement weather, periods of excessive rain or other events beyond our control. Zook Structures LLC also asks that Customers request delivery to be rescheduled should Customer believe inclement weather, soft ground or other conditions exist which would impede the safe delivery of the building or cause damage to the delivery truck or trailer or Customer's property or otherwise make delivery exceptionally difficult for the driver.

To ensure refund of deposit monies upon cancellation of an order, cancellations must be received in writing at the above listed address within 3 business days after the order is placed. Cancellations received more than 3 business days after the order is placed will result in the forfeiture of the deposit. Additionally, if the building has already been shipped when the cancellation is received, Customer will be responsible for all shipping and hauling costs incurred. Regardless of when the cancellation is received, Customer will be responsible for all the cost of permits, setup, etc., incurred by Zook Structures LLC prior to receipt of Customer's written cancellation.

Access must be provided to the building site or delivery will be made to closest acceptable site. Customer understands that the trucks used to deliver buildings are heavy industrial trucks and, therefore, Customer warrants to Zook Structures LLC that the driveway of the customer is capable of holding the weight of the trucks and loaded trailer. In the event the driveway is damaged despite this warranty by Customer, Customer waives any cause of action against Zook Structures LLC or its subcontractors for any damage associated with the trucks and trailers of Zook Structures LLC or its subcontractors. Customer understands that it may be necessary for Zook Structures LLC or its subcontractors to drive across or through Customer's lawn, pasture or other ground. Customer also waives any course of action against Zook Structures LLC or its subcontractors for any damage to Customer's lawn, pastures, ground, fences, gates, structures, buildings, animals, or other property whatsoever. Customer is responsible for towing charges incurred should the truck or trailer become stuck.

Customer will obtain and pay for any building permits or sealed drawings needed and failure thereof will not excuse the Customer's performance hereunder. Customer is responsible to ensure that said location is not in conflict with any building code or zoning ordinance for the area. The customer is responsible for any and all site preparation, including leveling, fill and grading. Customer agrees to be responsible for determining the location of the building. Customer is responsible for the breaking, cutting or damaging of any wires, cables, septic tanks, pipes, etc., in the course of delivery or setup of the building and Zook Structures LLC shall not be responsible therefore. Zook Structures LLC bears no liability for inadequate soil bearing, legal setbacks or height restrictions. Customer agrees to pay extra costs should surface or underground obstructions cause Zook Structures LLC to incur extra costs in the course of delivering and setting up the building.

Dates of commencement and completion may be extended for delays occasioned by acts of the customer, strikes, inclement weather, or other causes beyond Zook Structures LLC's control. Any alterations, changes or deviations from specifications involving extra costs will be performed by Zook Structures LLC only upon executed written orders from customer, and will become an extra charge over and above the contract price which shall be paid by Customer at the time of delivery or the building.

This agreement shall not be amended except by a written document signed by both parties. If any portion of this agreement shall be declared invalid or unenforceable by a court of competent jurisdiction in the Commonwealth of Pennsylvania, the remainder of the Agreement shall remain in full force and effect as though this Agreement never contained that portion. In the event a dispute shall arise between the parties of this Agreement, it is hereby agreed that the dispute shall be referred to Arbitration for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. This agreement and all controversies hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law. Customer agrees that the Commonwealth of Pennsylvania, and specifically Lancaster County, shall be the sole venue for any litigation as a result of any disputes under this Agreement.

All warranties are contingent upon payment in full according to contract terms. No complaint as to work product shall excuse Customer from completing its payment obligations under this Agreement. Customer agrees that Zook Structures LLC's liability under this contract shall not be permitted to exceed the fee paid to Zook Structures LLC by Customer, and Customer waives any liability in excess of that amount. Customer further agrees that Zook Structures LLC shall not be liable for any incidental, special, punitive, or consequential damages to Customer even if Zook Structures LLC was advised of the possibility of such damages. No failure or delay on the part of Zook Structures LLC to enforce any obligations of Customer under this Agreement shall be deemed a waiver of the right to enforce those obligations in the future. Customer gives Zook Structures LLC Permission to photograph the building for advertisement purposes. Customer may not assign any rights under this Agreement.

The above prices, specifications, terms and condition are satisfactory and are hereby accepted by customer(s). I/We hereby authorize Zook Structures LLC to do the work as specified and further agree to make payment to Zook Structures LLC as outlined above.

CUSTOMER(S):

Date of Acceptance: _____

Signature

Printed Name

Signature

Printed Name