



**Horizon Structures LLC / Horizon Structures**  
**5075 Lower Valley Road, Atglen, PA 19310**  
**(610) 593-7710**

[www.horizonstructures.com](http://www.horizonstructures.com)

## **TERMS AND CONDITIONS**

A \$1000 minimum deposit is required when ordering a structure. Additional payments may be necessary based on the building's size and location. Coops, kennels, and outdoor living products under \$10,000 must be paid in full at the time of order. If building is financed or purchased under rent to own, payment terms may vary.

The balance of the purchase price is due in cash or check at the building's delivery. The Guarantor is responsible for all costs on unpaid balances, including 1.5% interest per month, collection fees (up to 50%), court costs, and reasonable attorney fees. If a check bounces, the customer covers associated costs and a \$35 processing charge. Sales tax is collected as per legal requirements.

To secure a deposit refund upon cancellation, written cancellations must be received within three business days of the order. Customers are responsible for shipping costs if the building has been shipped before cancellation. A 3% processing fee applies to credit card refunds, and canceled orders are subject to a 25% restocking fee if material has been ordered or building is already under construction.

Deliveries are typically Monday to Friday, 6 am to 6 pm, depending on the customer's location. Mileage is determined from Horizon Structures LLC's facility, or affiliate facility, with possible rescheduling due to weather or unforeseen events. Horizon Structures asks that the customers request delivery be rescheduled should conditions exist which would impede the safe delivery of the building or cause damage to the delivery truck or trailer or Customer Property.

The customer must provide access to the building site, ensuring the driveway can support the equipment's weight. Customer understands that the equipment used to deliver our buildings are heavy and therefore, Customer warrants to Horizon Structures LLC that the driveway of Customer is capable of holding the weight of the equipment and building.

In the event the driveway, yard or property is damaged despite this warranty by Customer, Customer waives any cause of action against Horizon Structures LLC or its subcontractors for any damage associated with the trucks and trailers of Horizon Structures LLC or its subcontractors. Customer understands that it may be necessary for Horizon 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 Horizon Structures LLC or its subcontractors for any damage caused to Customer's lawn, pastures, ground, fences, gates, structures, buildings, animals or other property whatsoever.

Customer will obtain and pay for any building permits or sealed drawings needed and failure thereof will not excuse 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 all site preparation, including leveling, fill and grading unless otherwise noted. Customer is 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 set up of the building and Horizon Structures LLC shall not be responsible therefore. Horizon 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 Horizon Structures LLC to incur extra costs in the course of delivering and setting up the building.

Customers must obtain permits and ensure compliance with building codes. Site preparation, including leveling and grading, is the customer's responsibility, unless otherwise agreed up per the invoice.

Commencement and completion dates may be extended for factors beyond Horizon Structures LLC's control. Extra costs for alterations require written orders from the customer. The agreement is not amendable without written consent from both parties.

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 to 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 of 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 hinge on full payment according to contract terms. Complaints about work do not excuse payment. Horizon Structures LLC's liability is limited to the fee paid by the customer. No liability exists for incidental, special, punitive, or consequential damages. Failure to enforce obligations does not waive future enforcement.

Customers grant permission to photograph the building for advertising. No rights under the agreement can be assigned. If payment is over 30 days overdue, Horizon Structures reserves the right to reclaim ownership, with no return of principal.

Prices, specifications, terms, and conditions are accepted by the customer, who authorizes Horizon Structures LLC to proceed with the work and agrees to make payments as outlined. The customer is also the guarantor.

Guarantor \_\_\_\_\_ (Seal)

Horizon Structures \_\_\_\_\_