



# CONTRACT

Date of Contract	11/1/2024	
Customer Name	Concho 1240 Nov-24A	
Mailing Address	1075 George Shaw RD	
City, State, Zip	Hopkinsville KY 42240	
Phone	270-890-0453	Office
Phone	888-439-5565	Office
Email	ccbprinter@abcmailbox.net	
Delivery Address	1075 George Shaw RD	
City, State, Zip	Hopkinsville KY 42240	
County	Christain	
Ph# for Zoning	270-887-4285	
Customer Care Associate	Murray	

Manufactured by Cedar Creek Builders LLC  
 075 George Shaw Rd. Hopkinsville, KY 42240  
 Ph. 270-890-0453, Fax 270-886-9552

Unit Serial #	CNOA100351124CCB	Approximate lead time
Trailer Vin #	N/A	2 - Weeks

Details & Colors:	
Building Style:	Concho 1240
Building Size:	12' x 40'
Porch Size:	N/A
Railing Style:	N/A
Dormer Style/Size/Amounts:	N/A
Dormer Style/Size/Amounts:	N/A
Roof Material:	#1 Metal
Roof Color:	Light Gray
Siding Style:	LP Painted Lap Siding
Siding Color:	Malabar SW9110
Trim Color:	Dark Clove SW9183
Door Color:	Dark Clove SW9183

Qty	Description	Price	Amount
1	Concho 1240-A1 Modular Turn Key Home TN Code approved	\$58,950.00	\$ 58,950.00
1	Upgrade to Metal Ceiling in Greatroom	\$500.00	\$ 500.00
1	Upgrade to Metal Ceiling in Bathroom	\$150.00	\$ 150.00
1			\$ -
1	Does not include Delivery and setup, call for price		\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -
1			\$ -

Commitment Fee:	_____ PD: _____	Delivery & Setup	
Down Payment:	_____ PD: _____	<b>Subtotal</b>	\$ 59,600.00
Draw:	_____ PD: _____	<b>Sales Tax</b>	\$ - 0.00%
Due when structure is framed and roofed:	_____ PD: _____	<b>Total</b>	\$ 59,600.00
Due upon completion of structure:	_____ PD: _____	<b>Balance Due:</b>	\$ 59,600.00
Due on delivery of structure:	_____ PD: _____		
Draw:	_____ PD: _____		

**By signing this contract, customer agrees to the terms, conditions, pricing, and specifications contained heron and on the attached Drawings, Detail Sheet and Schedule A. All deposits and fees are non-refundable. Customer responsible for all required permits.**

Customer \_\_\_\_\_ Date \_\_\_\_\_

## Schedule A

Cedar Creek Builders LLC DBA Trailhead Cabins is herein referenced to as CCB

- Customer has agreed to purchase the structure listed on separate contract, and requests delivery and other services on his property. Any delivery and setup or other services related to this project performed by CCB or CCB agents is on the condition that the customer takes responsibility for resulting damages to his property, including but not limited to, yards, trees, driveways, landscaping, septic systems, and utilities. Customer also agrees to provide sufficient access needed to install the structure (s), and to clearly mark (with stakes and flags) any and all underground utilities or damageable infrastructure for CCB, prior to CCB starting any site work, including Foundations or Setup. This applies to any structures or services that CCB is providing delivery and set up service. If delivery or setup is not a part of the contract, CCB is not responsible for accidents arising from delivery or setup. Note; CCB reserves the right to charge additional service fees upon site evaluation in situations where site is difficult to access.
- "Turn-Key" as used in this contract refers to a cabin that is fully functional and ready for move-in. However, unless noted on contract, (or included in a package price) CCB will not provide, Foundation, Excavation, Driveway, Septic, Outside Hookups, Gas Pipes for any gas appliances, Under Pinning, Gutters, Porch Steps, Landscaping, Furniture, Appliances, Washer & Dryer, Curtains, and Deep Cleaning Service. Modular Home or Park Model RV Structure is guaranteed to be compliant per code specified for each project, however Client is responsible to pull any or all permits as needed from Local Planning Commission. All work is completed in a professional manner according to standard policies. At time of Draw Request (payment) throughout the project, client is welcome to do a walk-through and verify that project is indeed being preformed as contracted, prior to releasing draw (payment) amount. Any alteration or deviation from this contract involving extra costs will be executed only upon written, or otherwise verified orders, and will become an extra charge over and above the original contract. If code requires additional building materials or labor from standard Model, CCB reserves the right to charge additional fees per the value added to structure for client. All agreements and contracts contingent upon strikes, accidents, or delays beyond our control. CCB reserves the right to terminate this contract, and refund unused deposits when not able to fulfill client expectations. Client or Homeowner must carry fire, tornado, and other necessary insurance upon either pickup, or delivery of structure.
- Approximated lead times refer to date of manufacture (the date that the structure is completed at our facility), starting on the date that payment is received. Delivery date is determined as of the date of manufacture, and is typically within 15 days after date of manufacture. CCB will make a good faith effort to stay within stated lead times and estimated delivery dates, however manufacture and delivery dates are subject to adverse weather conditions, soft soil conditions, crane availability, accidents, and other delays outside of our control, and are not guaranteed.
- One-Year Limited Warranty: Cedar Creek Builders LLC DBA Trailhead Cabins (CCB) hereby warrants the product described heron to the original purchaser for a period of one year from the date of manufacture. This CCB warranty relates to manufacturing and workmanship defects only and does not cover additional labor, travel, or handling cost due to product replacement. CCB will provide warranty repairs at no cost to the original purchaser if the product is located within 200 miles of Hopkinsville, KY. In the event that the product is located farther than this, CCB will provide a quote for travel and service fees, of which would be rated at \$100 per hour, per person, for all travel time, in addition to all Driver costs, and Hotel & meal costs, or CCB will provide a quote of what it would cost CCB to make the warranty repair if product would be located within 200 miles from Hopkinsville KY, and then these funds can be used towards warranty labor that may be performed by a CCB Approved Local Contractor, located and hired by client. In these cases, CCB reserves the right to determine the warranty reimbursement amount, not based on what the local contractor might charge, or think it should be. Reasonable notification and time must be allowed for performing warranty repairs. In the event of warranted repairs, customer agrees to allow access to the cabin as needed at such a time CCB is able to schedule a service technician. Loss of time, inconvenience, loss of use, rental of substitute products or spaces, loss of revenue or other commercial loss is not included in this warranty. This CCB warranty does not cover components or products used in the manufacturing of this product, when these components or products have their own warranty. Examples include: tires, axles, jacks, couplers, seals, windows, doors, awnings, appliances, metal roofing, paint, electrical, HVAC, and plumbing components. Any warranty on these components or products must be presented to the respective manufacturer according to their procedure for warranty claims. Upon request, CCB will provide data assistance in claiming manufacturer warranties during the first year after date of manufacture. This CCB warranty is void if the product has been misused in any way. Other exclusions are as follows: damage due to normal wear and tear; damage resulting from an accident; lack of preventative maintenance; use for other than what this product is designed for; acts of nature, roof damage from snow/ice buildup, or other events beyond CCB's control. If the product has been modified in any way without CCB's written approval, the warranty will be void. CCB reserves the right for final decision as to whether the product has been misused.
- This Agreement or Contract shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky. Each party hereby consents and submits to the exclusive jurisdiction of any local, state, or federal court located within or serving Christian County, Kentucky and waives any right any such party may have to transfer the venue of any such litigation. Interest will accrue on all unpaid invoices after 30 days at a rate of 1% interest per month (12% per year). In the event CCB consults with an attorney regarding collection of any amounts owed or institutes any action or proceeding regarding collection amounts owed under this agreement or contract, customer will be responsible for all of CCB's expenses, including reasonable attorney's fees, incurred.
- Product design, features, and details are the exclusive property of CCB, and customer agrees to not reproduce, use as a pattern, or in any way copy from this product without written permission from CCB.
- CCB Recommendations for best performance;
  - \* In some areas, due to extreme temperatures and situations, the HVAC installed by CCB may not provide adequate heating, and we recommend to install a gas heater.
  - \* The wood paneling used on the interior walls may contain moisture, and we recommend that a dehumidifier should be used for the first 12 months in your new home. We also recommend using a dehumidifier in the crawl space, for getting it dry as well.
  - \* Please note that on some of our Models you may hear Popping noises from the Metal Roofing as it expands and contracts. Also, for Metal roofs you will need to replace the screws to the next larger size in the process of time as needed, due to metal expanding in the sun.
  - \* Please Note that the water Heater in your house may not be turned on until you have water in it. Doing so will burn it up.
  - \* If you install your own foundation, we recommend that you hire a Project Manager for our contact person.
  - \* We recommend that you have a code approved termite treatment done on your foundation prior to installing the Home.