

TERMS & CONDITIONS – S&J FENCE CO.

Once signed, the S&J Fence Co. "Bid Proposal" becomes a legally binding agreement to both parties. Client acknowledges that no verbal agreements have been made. Client assumes all responsibility for ensuring completeness and accuracy of written description, quantities, layout, and fence specifications included in bid proposal. Furthermore, any changes in the work, including quantities, layout, and fence specifications, after the date the executed "Bid Proposal" has been provided to S&J Fence Co., may result in the need to re-price the fence project, signature of a new "Bid Proposal" and delays to the anticipated scheduling of the project.

S&J Fence Co will make every effort to install Client's fence in the anticipated timeframe that we provide you. However, we will not be responsible for any delays in the start of the project due to events that are beyond our control, including weather.

Client assumes all responsibility for placement of fence including determining property lines. S&J Fence Co. will not determine layouts based on property surveys and will not locate property pins. S&J Fence Co will assume no liability for incorrect placement of fence. Prior to start of fence installation, client must make himself available to demonstrate desired fence placement to S&J Fence Co. If client does not make himself available to S&J Fence Co, or if Client does not know where fences are to be placed, there may be delays in the scheduled installation.

After completion of fence installation, if a greater amount of fence or gates are installed than what was included in "Bid Proposal", S&J Fence Co reserves the right to charge client at the applicable unit price for actual amounts installed. No adjustments to price will be made for lesser quantities, unless they are greater than 10% less than what was included in "Bid Proposal", in which case S&J Fence Co will offer an equitable adjustment to Client, at Client's request.

S&J Fence Co. participates in the Texas 811 program for marking underground lines and will submit a ticket in advance of scheduled installation. Client assumes all responsibility for marking of any private lines and for advising S&J of their exact location and depth prior to start of fence installation. S&J will assume no responsibility for damage to underground lines not marked by client, or if client requests fences to be installed in close proximity to lines.

Client agrees to provide proper access to area of fence installation, defined as a minimum of 36" of clearance between all fence lines. Cleared area must be devoid of all vegetation, landscaping, landscape rocks, and other objects. Client is also responsible for notifying adjacent property owners of fence installation or replacement, and kenneling or corralling of any domestic animals. Unless otherwise noted in "Bid Proposal" client is responsible for temporarily securing access to pools, hot tubs, or other potentially hazardous items inside fenced area, during fence installation or replacement. If client fails to secure area, S&J Fence Co will provide temporary barricades at a minimum charge of \$250.00, or \$2.00/linear foot, whichever is greater.

S&J Fence Co will typically obtain necessary building permits for fence installation and will specify as such in "Bid Proposal". If not specified in "Bid Proposal", client will be responsible for obtaining building permit, including permit fees, and providing a copy of approved permit to S&J Fence Co. no later than 72 hours before anticipated start of project.

Unless otherwise directed by client, in writing, prior to start of installation, fences will be installed to run with the grade of the property so that there are no gaps between the ground and bottom of fence. If changes in grade exist, the top of the fence may not be installed at a constant level. S&J Fence Co. will re-distribute excavated dirt in the area of the fence installation, but will not haul away or move dirt to other parts of property, unless otherwise specified in "Bid Proposal".

Any excess or leftover materials, or spares, not incorporated into final fence installation, will be the property of S&J Fence Co, unless otherwise specified in "Bid Proposal"

Client acknowledges acceptance of S&J Fence Co. warranty (www.sjfenceco.com/warranty). If charges for fence projects are not paid in full in accordance with the terms of the contract, any warranty that would be offered to client becomes null and void. For projects where the balance is due at completion, the full balance due must be received in our offices within 10 business days of substantial completion; for projects with terms, the full balance must be received in our offices no later than 5 business days after the due date stated on the final invoice.

Client agrees to make payment in accordance with the terms of the "Bid Proposal". If payment is not made in accordance with payment terms, S&J Fence Co. reserves the right to pursue lien placement and repossess all materials used in fence installation.

All "Bid Proposals" are firm for 30 days after date of proposal, after which time they are subject to change.