

## TERMS & CONDITIONS

Upchurch Fence hereby sells to the purchaser, the fence product, or the structure described herein, subject to all terms and conditions on each page of this contract, and the purchaser in consideration thereof, agrees that:

1. **RESPONSIBILITY OF THE BUYER:** Purchaser takes sole responsibility for fence location. I agree to locate and identify the property lines and all pertinent easements. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend **Upchurch Fence** and reimburse them for all costs in connection with any claim made by anyone about the location of the fence. I am responsible for any special work described in this proposal.
2. **Contract:** This proposal only becomes a contract when accepted by an officer of Upchurch Fence.
3. **Scheduling:** Inclement weather, manpower and equipment constraints, etc., can delay the completion of this contract. Said delays can cause buyer inconvenience, and/or expense such as lost time at work, pet boarding fees, etc. Customer agrees that under no circumstances will Upchurch Fence allow a reduction in the contract price, nor will reimbursement be made to compensate customer for said experience or inconveniences.
4. **Building Permits** will be obtained, paid for by the customer and made available to Upchurch Fence, in advance and prior to any installation.
5. **Pool Barrier Requirement:** Purchaser is responsible for determining and deciding which barrier/fence materials are approved for use, per their City/County codes and requirements. Purchaser shall provide written approval of requested fence style and/or materials to Upchurch Fence prior to installation. Purchaser agrees that Upchurch Fence will not be responsible for any failed final inspections due to unapproved barrier installation.
6. **Underground Systems:** Purchaser agrees that Upchurch Fence will not be held responsible under any circumstance for damage to underground pipes, drains, wires, cables, foundations, sprinklers, etc., that are not marked by **The Utility Service of Georgia (1-800-282-7411)**. Location and marking of underground utilities not marked by **GA-811** is the sole responsibility of the buyer.
7. **Unusual Conditions - Additional Charges:** I agree that Upchurch Fence has the right to make additional reasonable charges if unusual ground conditions hinder the installation. Such conditions may be rock formations, hidden foundations, tree roots and other obstacles not discovered during the initial estimate.
8. **Landscape:** Purchaser agrees that Upchurch Fence will not be responsible for any restoration of any part of the landscape that is disturbed during fence installation. Upchurch Fence will not be required to remove or reform soil excavated from post holes during fence installation or fill in any holes left by requested existing fence removal. Upchurch Fence will not be held responsible for damage to trees, shrubs, sod, plants, flowers, etc.
9. **Fence Height** is defined herein as the height of the fence as its' tallest point from grade plus or minus 6 inches.
10. **Site Preparation** such as clearing and grading are the responsibility of the customer unless other specific arrangements are made in this contract.
11. **Animal & Child Containment:** Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any fence. Purchaser agrees that Upchurch Fence will not be held responsible for the retention of pets or children within installed fences or for damages resulting from the escaping of pets or children.
12. **Attachment to Masonry:** the attachment of fences and gates to existing masonry structures such as columns, walls, driveways, etc., carries the risk of damaging said structures. Masonry walls with fences attached are subjected to damage from wind. Purchaser agrees that Upchurch Fence will not be held liable for damage to masonry structures described herein.
13. **Unless Specified** on the first page of this contract, all matters relating to the completion of this product will be decided by Upchurch Fence. This will include gate placement, material selection, construction technique, etc.
14. **Payment:** Failure to pay as agreed will void all warranties, and further, seller shall have the right to remove fence from buyer's property without notice. Should fence be removed for lack of payment, all prior payments made by customer shall be forfeited and applied as liquidated damages. Buyer does hereby grant Upchurch Fence free access to fence site in the event said fence is being removed due to lack of payment. If the unpaid balance is turned over to an attorney or collection organization, the customer will be responsible for all fees associated with the collection of the monies due. In addition, the customer will also be responsible for a \$200.00 fee to reimburse Upchurch Fence for the cost associated with liens placed on the property until full payment has been received. Payments for Upchurch Fence is due per terms specified on contract. "Due on completion" means customer will pay installer on day project is complete. Customer agrees that if payment is made later than agreed terms a late charge of 1% per month will be paid by the customer. There will be a \$50.00 charge for all returned checks.
15. **Redo Work and Extra Trips:** Customer shall be present when work commences (unless alternative arrangements are made in advance) to indicate location of fence and gates and to inform workmen of special conditions. Work accomplished in error due to customers lack of direction to the installers will be corrected at the customers expense. Extra trips necessitated by customer that cause interruptions will be billed to the customer at the rate of \$175.00 per trip. Customer will be present at project completion to approve work and to deliver final payment to workman. If extra trips are requested to make changes or corrections not related to workmanship, a charge of \$175.00 per trip plus cost of changes will be added to the contracted price.
16. **Changes/Variations:** Contract price is for the agreed footage. Final footage may vary due to "lay of land" and/or other unforeseen circumstances. Said variation will be billed on a prorated basis.
17. **Warranties: Fences** are warranted for a period of 1 (one) year against defects in workmanship. With the exclusions of; vandalism, extreme water, vehicular damage, misuse, climbing, unusual impact of pressure, and normal wear and tear. Manufactures warranty on wood pickets is against rot and/or termites is 25 years when fence is stained/sealed by Upchurch Fence in the correct time frame. Fence materials will change appearance, color dimensions, and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking from the moment of installation. Defects caused by the above-described natural changes are specifically excluded from this warranty. **Gates** will be adjusted at no extra charge for a period of 30 days after install date, provided abuse is not evident. The Limited Warranty is in lieu of any other express or implied warranties, including but not limited to implied warranties of merchantability or fitness for any particular purpose. Nonverbal assurances or warranties will be valid at any time. Valid warranty claims will be attended to within 6 months of notification to Upchurch Fence. Purchaser/Client is encouraged to treat their wood fence product with an appropriate wood preservative/water repellent and/or stain product to prolong the life of their fence.
18. **Disputes:** Purchaser agrees that any dispute concerning this contract, that cannot be resolved by the purchaser and Upchurch Fence will be adjudicated in the appropriate Georgia municipality.
19. **Cancellation** of this contract by customer after paid deposit and acceptance by Upchurch Fence will result in charges for any work performed and/or materials procured for contracted job plus a fee equal to 15% of the contracted amount. Upchurch Fence reserves the right to cancel this contract at any time.