

Chamblee Fence Company, Inc.

4760 Peachtree Industrial Blvd., Berkeley Lake, GA 30071-1547 • (770) 396-4200 \ Fax (770) 393-3415

Customer: <u>Vincent Wimbush</u>	Home:	Date: <u>1/28/21</u>
Address: <u>402 Drexel Ave</u>	Fax:	Map:
City: <u>Decatur</u> State: <u>GA</u> Zip: <u>30030</u>	Cell: <u>(626) 864-1357</u>	Subdivision:
Job Address:	Email: <u>v.wimbush@gmail.com</u>	

FOOTAGE	FENCE TYPE	HEIGHT
<u>140'</u>	<u>Res. 3-rail Spear Top</u>	<u>4'</u>
	<u>Alum</u>	

Qty.	Size	GATES	Type & Style
<u>1</u>	<u>4' x 4'</u>	<u>WALK</u>	

WOOD SPECIFICATIONS

1"x 4" Pickets	_____				
1"x 6" Boards	_____				
Cedar	_____				
P.T.Pine	_____				
		Virginian	Gothic	Fr.Gothic	Dogear

4"x 4" Posts	_____				
4"x 6" Posts	_____				
6"x 6" Posts	_____				
		Virginian	Dado	Fr.Gothic	Flat

2"x 4" Runners	Cedar	_____
(2) (3) (4)	P.T.Pine	_____

Panel Design

			Other _____
Straight	Neg. Scallop	Pos. Scallop	Other

Construction Design

Top of Fence

Face _____	Slope with grade (less space) _____
Exposed _____	Straight (more space at bottom) _____
Between _____	Step (large spaces at bottom) _____

CHAIN LINK SPECIFICATIONS

Fabric/Gauge _____	Gate Posts _____
Top Rail _____	Gate Frame _____
Line Posts _____	Barbed Wire _____
Terminal Posts _____	Tension Wire _____

ORNAMENTAL SPECIFICATIONS

<u>YES</u> Aluminum	<u>NO</u> Steel
<u>4'</u> Height	<u>Spear</u> Style
<u>BLK</u> Color	<u>5/8"</u> Picket size
<u>NO</u> Rings	<u>2"</u> Post size
<u>NO</u> Finials () Plastic () Metal () Triad () Quad Flare	<u>FLAT</u> Post Caps

156' optional
 \$5152 FOR 6' TALL ALUM
 \$6452 FOR Pos. Scallop Privacy (Pine)
 \$7998 Pos. Scallop Privacy (Cedar)
 130
 4' WALK
 10' FENCED
 FACE FENCE IN
 X FACE FENCE OUT
 FT. REMOVAL & DISPOSAL
 FT. DROP CLEARING

- Installation is approximately 5 weeks from the date a signed contract and deposit is received by Chamblee Fence.
 - Purchaser agrees that final price will be determined by final installed footage.
 - Purchaser is responsible for locating property lines, and is solely responsible for fence location.
 - Purchaser accepts terms & conditions page.
 - Chamblee Fence is not responsible for damage to underground systems, except marked utilities.
 - Wood fence components, when exposed to the elements are subject to immediate warpage, shrinkage, cracking, etc.
- Price valid for 14 DAYS. * Credit card purchases subject to a 3% surcharge.

COMMENTS / SPECIAL INSTRUCTIONS

Cash Price \$ <u>4324</u>	Credit Price \$ <u>ADD 3%</u>
Deposit \$ <u>12,2142</u>	Deposit \$
Balance \$	Balance \$

SUBJECT TO CONDITIONS ON REVERSE

Accepted by Purchaser _____	Date _____
<u>(770) 37-8984</u>	
Estimator <u>Parker Watson</u>	Date <u>1/28/21</u>
Accepted by Chamblee Fence Company, Inc. _____	Date _____

STATEMENT OF CONDITIONS

Chamblee Fence Company, Inc. hereby sells to the Purchaser, or structure described, subject to all terms and conditions on each side of this contract, and the purchaser in consideration thereof, agrees that:

1. **RESPONSIBILITY OF BUYER.** Purchaser agrees to locate and identify the property line, easement and all underground cables and pipes. Purchaser is solely responsible for the fence described in this proposal. Purchaser will defend Chamblee Fence Company, Inc. and will reimburse for all costs in connection with any claim made by anyone about the location of the fence. Purchaser is responsible for any special work described in this proposal.
2. **UNUSUAL CONDITIONS – ADDITIONAL CHARGES.** Purchaser agrees Chamblee Fence Company, Inc. 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.
3. **UNDERGROUND SYSTEMS.** Purchaser agrees Chamblee Fence Company, Inc. will not be held responsible for any damages to any underground pipes, drains, wires, cables, foundations, sprinklers, etc, except marked utilities.
4. **LANDSCAPE.** Purchaser agrees Chamblee Fence Company, Inc. will not be responsible for the restoration of any part of the landscape that is disturbed during the fence installation. Chamblee Fence Company, Inc. will not be required to remove or reform soil excavation from post holes during installation.
5. **PAYMENT.** Payment to Chamblee Fence Company, Inc. is due per the terms specified on the face of the contract. "Due upon Completion" means Purchaser will pay installer on the day the project is complete. Purchaser agrees that if payment is made later than agreed terms, a late charge of 1.5% per month will be paid by the Purchaser. Failure to pay as agreed will void all warranties. There will be a \$35.00 charge for a returned check. If any unpaid balance is turned over to an attorney or to a collection organization, the Purchaser will be responsible for all fees associated with the collection of the monies due. In addition, the Purchaser will also be responsible for a \$200.00 fee to reimburse Chamblee Fence Company, Inc. for the cost associated with any liens placed on the property until full payments have been received.
6. **DISPUTES.** Purchaser agrees that any disputes concerning this contract will be adjudicated in the appropriate local jurisdiction in the State of Georgia.
7. **CHANGES/VARIATIONS.** Contract price is for the agreed footage. Final footage may vary. Said variations will be billed on an installed footage basis.
8. **REDO WORK AND EXTRA TRIPS.** Purchaser shall be present when work commences unless alternative arrangements are made in advance to indicate location of fence and gates, and to inform installers of any special conditions. Work accomplished in error due to Purchaser's lack of direction to installers will be corrected at Purchaser's expense.
9. **WARRANTIES.** Fences are warranted for lifetime of the purchaser against defects in workmanship (not materials). This warranty is coverage against workmanship, or installation errors for as long as the customer of record owns the fence. Exclusions: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact or pressure and normal wear and tear. Fence materials will change in appearance, dimension and shape due to the process of aging and exposure to the elements. Wood material are subject to warpage and cracking. No warranty is expressed or implied against changes in installed fence materials that occur as a result of these natural processes. Gates will be adjusted at no charge for a period of ninety days (90 days) after contract date, provided abuse is not evident. This Limited Warranty is in lieu of any other expressed or implied warranties, including but not limited to implied warranties of merchantability or fitness for any particular purpose. No verbal assurance or warranties will be valid at any time.
10. **ANIMAL AND 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 may also climb over any installed fence. Purchaser agrees that Chamblee Fence Company, Inc. will not be held responsible for the retention of pets or children within installed fences or for damages resulting from escape of pets or children.
11. **ATTACHMENT TO MASONRY.** The attachment of fences and gates to existing masonry structures such as columns, walls, driveways etc. carries a risk of damaging said structures. Purchaser agrees that Chamblee Fence Company, Inc. will not be held liable for damage to masonry structures described herein.
12. **SCHEDULING.** Inclement weather, manpower, and equipment restraints, etc. can delay completion of this contract. Said delays can cause the Purchaser inconvenience and/or expense such as lost time at work, pet boarding fees, etc. Purchaser agrees that under no circumstances will Chamblee Fence Company, Inc. allow a reduction in the contract price, nor reimbursement be made to compensate the Purchaser for said expenses or inconveniences.
13. **FENCE HEIGHT.** Fence height is herein described as the height of the fence at its tallest point from grade plus or minus six (6) inches.
14. **SITE PREPARATION.** Site preparation such as clearing and grading is the responsibility of the Purchaser unless other specific arrangements are made in this contract.
15. **BUILDING PERMITS.** Building permits will be obtained and paid for by the Purchaser.
16. **UNLESS SPECIFIED.** Unless specified on the reverse side of this contract, all matters relating to the completion of this project will be decided by Chamblee Fence Company, Inc. This will include gate placement, material selection, construction technique etc.
17. **VERBAL REPRESENTATION.** Responsibilities of Chamblee Fence Company, Inc. are limited to that which is described in this contract. Verbal representations by Chamblee Fence Company, Inc. employees will not be honored.
18. **CANCELLATION.** This contract may be cancelled without penalty, if done with three (3) days of date signed by Purchaser. After the three (3) day grace period, cancellation of this contract will result in charges for any work performed and / or materials procured for the contracted work, plus a fee equal to 15% of contract amount.
19. **EMAILED/FAXED COPY.** Both parties agree an EMAILED/FAXED copy to be binding.
20. **SIGNATURE.** The signatory on reverse side, irrespective of any title, hereby personally and individually guarantees payment of this obligation.