

## STATEMENT OF CONDITIONS

Accurate Fence hereby sells to the Buyer, the structure described, subject to all terms and conditions found of each side of this contract, and Buyer in consideration thereof, agrees that:

### RESPONSIBILITY OF BUYER:

Buyer agrees to locate and identify property lines and pertinent easements if necessary. Buyer agrees to be solely responsible for fence location. Accurate Fence will assist Buyer, upon request, in determining where fence is to be erected, but under no circumstance will Accurate Fence assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be easily located, it is highly recommended that Buyer have the property surveyed by a professional. \_\_\_\_\_ (Initial)

Buyer agrees to taking responsibility for any permits that may be required based on local County, City, or other regulations. Buyer is responsible for any special work or materials required due to such regulations or codes & understands pricing is subject to change should any such requirements exist. \_\_\_\_\_ (Initial)

Buyer agrees that Accurate Fence will not be held responsible under any circumstance for damage thereof but not limited to underground pipes, drains, wires, cables, foundation, sprinklers, etc. that are not clearly marked by The Utility Service of Georgia (1-800-282-7411). \_\_\_\_\_ (Initial)

All wood fence components, when exposed to the elements are subject to immediate warpage, shrinking, cracking, etc. Defects caused by the described natural changes are specifically excluded from Accurate Fence's warranty and will not be covered outside of the Accurate Fence 90 day picket replacement program. \_\_\_\_\_ (Initial)

Accurate Fence requires a materials deposit of 50% up front and prior to contract being processed. Once the deposit has been collected, the job can then be set for install with standard lead times set forth by Accurate Fence based on business workload at that time. Buyer understands that any installation dates given prior to install are tentative and subject to change based on weather, manpower constraints or unforeseen jobsite conditions. Accurate Fence will do everything within its power to communicate ahead of time with Buyer to avoid inconvenience or delay. Accurate Fence is not responsible for expenses incurred due to lost time at work, pet boarding, or other similar expense. Buyer agrees that Accurate Fence cannot allow a reduction in contract price or offset, nor will reimbursement be made to compensate Buyer for said expenses or inconvenience. \_\_\_\_\_ (Initial)

Buyer shall be present when work commences (unless alternate plans have been made) to indicate special locations or directions of fence and gate installation. Buyer agrees to be present upon completion of job to approve work and deliver final payment to Accurate Fence.

Payment to Accurate Fence is due upon completion of work. Should extra trips be made to make changes and/or corrections not related to workmanship, Buyer will be billed trip charges plus any necessary costs associated with changes. Buyer agrees that if payment is made later than agreed upon terms above, a late charge of 2% per month will be paid by the Buyer and all warranties associated with the job will be void. A fee of \$50.00 will be charged for any returned checks. Any financing agreements are made between the Buyer and a third party financing institution. \_\_\_\_\_ (Initial)

### WARRANTY:

All materials and products are warranted as per the manufacturer. Accurate Fence offers a 5 year warranty against defects in workmanship. Exclusions: vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact of pressure, and normal wear and tear. Gate Warranty: Gates will be adjusted at no charge to customer for a period of 120 days after final install, provided no evidence of abuse is present. Fence materials could possibly change in appearance or shape due to the process of aging and/or exposure to the elements, therefore no warranty applies against such conditions. Accurate Fence is limited to what is described and written on the contract, statement of conditions or any approved attachments. No verbal representations by an Accurate Fence employee are valid. All valid warranty claims will be addressed and attended to by Accurate Fence within 90 days of notification.

### CANCELLATION:

This contract may be cancelled without penalty, if done so within three days of date signed by Buyer. After the three day grace period, cancellation of this contract could result in charges for any work performed or materials purchased for contract work, plus a fee of up to 15% of the contract price.

### ADDITIONAL TERMS

This CONTRACT may not be altered except by the written consent of both parties. No agent, employee or other representative of Accurate Fence or the Buyer is empowered to modify, amend, change or alter any of the provisions of this contract, unless in writing and signed by the Buyer and an executive officer of Accurate Fence.

Accurate Fence reserves the right to assign its interest in the project without written consent and without limitation.

This CONTRACT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same. A facsimile or scanned copy of this contract, when executed and transmitted, shall be considered an original, legally binding, and enforceable document.

Each person signing this application consents to the jurisdiction of the state and federal courts located in the state of Georgia in connection with any controversy involving or related to this agreement.

By signing this contract, Buyer represents and warrants to the Accurate Fence that Buyer has complete and unrestricted authority to enter into this contract either as the owner of the real property upon which the company will install its materials and furnish its services or has been duly authorized to execute this contract on behalf of said owner.

The failure of Accurate Fence to object to, or to take affirmative action with respect to any conduct of Buyer which is in violation of the terms of this contract shall not be construed as a waiver of the violation, breach or wrongful conduct, or of any future violation, breach or wrongful conduct of Buyer.

Unless specified on the face of the contract, all matters relating to the completion of this project will be decided by Accurate Fence. This is to include but not limited to gate placement, material selection, spacing, and construction technique.

The Buyer agrees that the installation of the fence improved the Buyer's real property. If the total costs are not paid within 45 days of final installation, Accurate Fence agrees that a lien can be placed upon the property, and the Buyer will pay any costs associated with the lien.

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Signature of Buyer

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Date

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Print Name - Buyer