

CONDITIONS

Accent Fence hereby sells to the purchaser the fence product 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** I agree to locate and identify the property line, casements and all underground cables and pipes. I agree that I am solely responsible for the location of the fence described in this proposal. I will also defend Accent Fence and reimburse them for all costs in the 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. **UNUSUAL CONDITIONS-ADDITIONAL CHARGES** I agree that Accent 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.
3. **UNDERGROUND SYSTEMS** Purchaser agrees that Accent Fence will not be held responsible for damage to any underground pipes, drains, wires, cables, foundations, sprinklers, etc.
4. **LANDSCAPE** Purchaser agrees that Accent Fence will not be responsible for any restoration of any part of the landscape that is disturbed during fence installation. Accent Fence will not be required to remove or reform soil excavated from postholes during fence installation. Accent Fence will not be held responsible for damage to trees, shrubs, sod, plants, flowers, etc.
5. **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 forfeit and applied as liquidation damages. Buyer does hereby grant Accent Fence free access to fence site in the event said fence is being removed due to lack of payment. If the unpaid balance is collected by or through an attorney, 15% of the principal and interest due will be added to the balance as attorney's fees, together with all costs of collection until the full amount has been paid. Any finance or other arrangements are made between the customer and a third party financing institution. Payment to Accent Fence is due per terms specified on contract. "Due on completion" means customer will pay installer on day project is completed. Customer agrees that if payment is made later than agreed terms, a late charge of 1 1/2% per month will be paid by the customer. There will be a \$25.00 charge for returned checks.
6. **CONTRACT** This proposal only becomes a contract when accepted by an officer of Accent Fence.
7. **DISPUTE** Purchaser agrees that any dispute concerning this contract will be adjudicated in the appropriate Georgia municipality.
8. **CHANGES/VARIATIONS** Contract price is for the agreed upon footage. Final footage may vary. Said variation will be billed on a prorated basis.
9. **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 customer's lack of direction to installers will be corrected at customer's expense. Extra trips necessitated by customer-caused interruptions will be billed to the customer at the rate of \$90.00 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 \$90.00 per trip plus cost of change will be added to contract.
10. **WARRANTIES: FENCES ARE WARRANTED FOR A PERIOD OF 1 YEAR AGAINST DEFECTS IN WORKMANSHIP.**
EXCLUSIONS: Vandalism, extreme weather, vehicular damage, misuse, climbing, unusual impact or pressure, and normal wear and tear. Fence materials will change appearance, dimensions and shape due to the process of aging and exposure to the elements. Wood fence materials are subject to warpage and cracking. Defects caused by the above described natural changes in materials are specifically excluded from this warranty. **Gate Warranty:** Gates will be adjusted at no extra charge for a period of 30 days after contract date, provided abuse is not evident. This 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. No verbal assurances or warranties will be valid at any time.
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 Accent Fence will not be held responsible for the retention of pets or children within installed fences or for damages resulting from escaping 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 subject to damage from wind. Purchaser agrees that Accent Fence will not be held liable for damage to masonry structures described herein.
13. **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 Accent Fence allow a reduction in this contract price, nor will reimbursement be made to compensate customer for said expenses or inconveniences.
14. **FENCE HEIGHT** is defined herein as the height of the fence at its tallest point from grade plus or minus 6 inches.
15. **SITE PREPARATION** such as clearing and grading is the responsibility of the customer unless other specific arrangements are made in this contract.
16. **BUILDING PERMITS** will be obtained and paid for by the customer if requested. Accent Fence will obtain permit for a fee of \$60.00 plus cost of permit.
17. **UNLESS SPECIFIED** on the reverse side of this contract, all matters relating to the completion of this project will be decided by Accent Fence. This will include gate placement, material selection, construction technique, etc.
18. **CANCELLATION** of contract by customer will result in charges for any work performed and/or materials produced for contracted job plus a fee equal to 15% of contract amount.
19. **RESPONSIBILITIES** of Accent Fence are limited to that which is described in this contract. Verbal representations by Accent Fence Employees will not be honored.