

HT FENCING LLC

TERMS AND CONDITIONS

WARNING: HT FENCING LLC, MANUFACTURER, WHOLESALER, AND/OR INSTALLER ASSUME NO LIABILITY FOR ANY INJURY RESULTING FROM MISUSE, SUCH AS CLIMBING, SCALING, UNDERPASSAGE, OR OTHER ACTIVITY RELATED TO THIS FENCE.

1. HT FENCING LLC agrees to provide the labor and materials (collectively the "WORK") specified on the proposal within a reasonable time of the quoted installation date. Buyer agrees to pay the amount shown in current U.S. Funds upon substantial completion of the work per the agreed amount stated on the proposal.
2. Unless otherwise agreed to in writing, Buyer shall fully cooperate in allowing HT FENCING LLC to install the fence by doing each of the following: (a) clearing a sufficient work area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines; (c) notifying HT FENCING and crew of all potential work area hazards; (d) coordinating HT FENCING's work with the activities of all other persons at the job site, including other contractors, crews, supervisors, architects and owners. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond HT FENCING'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
 - a. PROPERTY LINES: If you are not sure of your property lines, you will need to locate them prior to installation. A certified stake survey of your property is recommended. Location reports, such as plot plans, lot diagrams and all other assumed descriptions are not guarantees of property line. Any rework needed will be at the expense of the signee.
 - b. NON-PUBLIC UNDERGROUND UTILITIES: If you have installed underground lines to out-buildings, light poles, or any other areas, please locate before installation. HT FENCING will not be responsible for damage to non-public underground utilities or appliances due to improper marking or lack of marking.
 - c. HOMEOWNERS ASSOCIATION APPROVAL: If you are a Member of the Homeowners Association, proper authorization must be attained before installation. Irrigation / Sprinkler - If you have an irrigation system, you will need to have all heads/lines marked in the area we are doing work. Many times, irrigation systems are installed prior to all other landscaping and located near the property line.

Customer Awareness:

PUBLIC UNDERGROUND UTILITIES: HT FENCING will contact the major public utilities and have these located prior to beginning the installation. This includes locating cable, electric, gas, water and phone.
Private Underground Utilities (non-public): HT FENCING LLC will not be held responsible for damage to any private utility lines that have not been located by the customer. This includes, but is not limited to, irrigation/sprinkler systems (water and electric), swimming pool lines (water, electric and gas), sewer systems (including public, septic and fingers), downspout lines, sump pump lines, gas lines (grills, fire pits, heaters, fireplaces), electric lighting (landscape, security lights), invisible fence lines, etc. Any additional private underground utilities that are not listed are still the responsibility of the customer to

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have located. As the customer, I agree that I am fully responsible for locating any and all private underground utilities on my property, even the ones that are not listed above, and that any damage that occurs to these private utilities will be at my expense.

THE DIFFERENCE BETWEEN "PUBLIC UTILITIES" AND "PRIVATE UTILITIES": A public utility is a utility line that is coming into your home providing a service TO your home. An example of a public utility would be a power line that provides electricity TO your home. This also includes but not limited to incoming gas lines that supply gas to your home, incoming phone lines, incoming internet, etc.

A private utility line is typically providing a service FROM your home to somewhere else on your property. Private utilities usually have something that is leaving your home. An example of a private utility would be an underground gutter or drainage line that takes water away FROM your home. This includes but not limited to a sprinkler line that takes water from your home to the lawn, gas lines that supply gas to an outdoor grill or generator, buried electric lines that provide electricity to a shed or outdoor living area.

WOOD MATERIAL NOTES: All wood, regardless of type, will split, crack, twist, warp and could arrive in various colors from our suppliers. HT FENCING does its best to select the best quality lumber available and because wood is not a manufactured product and is produced by various trees, no warranty or guarantee will cover splitting, cracking, twisting, warping or color difference.

DIRT FROM THE DIGGING OF POST HOLES: The dirt is the responsibility of the customer to dispose of accordingly. The dirt will be left at each post, but can be removed for an additional fee, if desired. Please contact us for details.

3. Unforeseen circumstances may cause extra expense to you, as well as delays in the Approximate Start and Completion Dates. These may include unmarked utilities, underground barriers (such as roots, concrete pads, or other such obstructions).
4. If BUYER requests any change in the type, quality or quantity of the fencing to be provided by HT FENCING hereunder, BUYER shall pay, in addition to the purchase price shown on the proposal, HT FENCING's standard charge for all additional fence and for such additional labor, material and travel expenses as are incurred by HT FENCING in connection with such change. If, prior to HT FENCING delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay HT FENCING, as liquidated damages and a restocking fee, but not a penalty, the amount of equal to twenty-five percent (25%) of HT FENCING'S standard charge for all special order materials. After HT FECNING has begun delivery of the fence, but before installation has begun, BUYER may cancel this agreement by paying HT FENCING, as liquidated damages and as a restocking and transportation fee, but not a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the proposal. After work has begun BUYER will pay HT FENCING an additional amount equal to the portion of the purchase price as represented by the percent of work completed as of the time of cancelation. **INITIAL: _____**
5. SPECIAL ORDERS: All material must be paid in full prior to ordering. There will be no refund if work is canceled for any reason. Examples - aluminum, PVC, steel.
6. Grade concerns: Please note that not every grade is flat, smooth or perfect. We will do our best to maintain the fence as straight as possible on the top and do our best to keep it as close to the ground as possible at the same time. Due to most grades being uneven, the fence may not

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always be installed this way. If this is the case, you may need to have some gaps filled in under the fence after installation. We cannot be held responsible for uneven grade issues.

7. Concrete/Blacktop Structures (i.e.. Concrete pads, foundation overpour, etc.) Additional equipment may be required to drill, chisel, or hammer concrete underground structures that are not visible on the top side. Examples may include but are not limited to - old structure foundations such as a garage or a basketball court. These will be billed at a rate of \$150/hr. with a minimum of 1 hour.
8. Buyer agrees to pay fifty percent (50%) of the agreed upon job total OR one hundred percent (100%) of the cost of the materials quoted at HT FENCING'S request. This payment is required two (2) weeks prior to the quoted installation date. If payment (may also be referred to as the 50% deposit) is not received in a timely manner HT FENCING reserves the right to delay the date(s) of installation until their schedule allows. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond HT FENCING'S control. INITIAL: _____
9. If buyer does not make payment in full upon substantial completion, HT FENCING may pursue any and all collections activity it deems necessary to collect on BUYER'S obligation. Buyer shall be responsible for all cost of collection, including but not limited to, all collection agencies charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of 1.5% or at the highest rate allowed by applicable law. HT FENCING may apply all payment or portions thereof to any outstanding attorney fees, court cost, collection expenses, interest, and principal as HT FENCING, in its sole discretions, deems appropriate. This agreement shall be construed in accordance with Arizona state and county law where project is located.
10. To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of HT FENCING rights and remedies provided by herein and/or by applicable law, are cumulative, and HT FENCING shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay HT FENCING is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to HT FENCING hereunder. Nothing herein, however, shall be construed to release HT FENCING from any obligation which it may owe to BUYER.
11. BUYER acknowledges that HT FENCING has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. HT FENCING exercise or non-exercise of such lien rights will not alter or amend this agreement or release any of Buyer's obligations hereunder.
12. Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties, or conditions hereof may be waived, amended, modified, superseded, or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise or any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral, written, or

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implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this agreement.

13. Limited Warranty - All goods supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED IN THE PROPOSAL, BUYER shall have no claim for incidental, consequential, special, or proximate damages.

NOT COVERED UNDER THIS WARRANTY:

- a. This warranty does not apply to any work that has been subjected to storms, and accident, misuse, abuse. HT FENCING LLC is not liable for repair conditions caused by water damage, wind damage, lightning, mud, earthquake, soil/foundation movement, pest damage, etc.
- b. MANUFACTURER DEFECTS: HT FENCING LLC is not liable for repairs related to problems or failures caused by a manufacturer's defect.
- c. CEDAR: Cedar has natural characteristics that prevent it from rotting, insect infection, and deterioration. Cedar is a very stable wood. It does not warp, shrink, or check, split, as pressure treated pine will likely do eventually. *Cedar will turn a silver gray if not sealed and stained.
- d. To get the most out of your wood fence we recommend sealing and staining your fence no more than 2 weeks after installation. Although staining your fence significantly lowers the chances of warping, splitting, cracking, and deterioration, it does not prevent all of it. All wood, regardless of species of wood is guaranteed to split, crack and change color due to age and weather. This can happen substantially more than cedar due to the inconsistent grain structure.

HT FENCING'S signs must remain attached for warranty to be in effect.

14. To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save HT FENCING (and its officers, directors, agents, employees and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by HT FENCING'S negligence or any other act or omission of HT FENCING or its agents, provided however, that BUYER shall not be obligated to indemnify HT FENCING for their sole negligence or willful misconduct.
15. This agreement shall be binding upon and shall insure to the benefit of the heirs, personal representatives, successors and assignments of the parties hereto.
16. If any provision of this Agreement is held unenforceable, HT FENCING may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties

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shall be enforced accordingly. Alternatively, HT FENCING, at its sole option, may cancel this entire agreement.

17. All paragraph headings and other headings set forth in this agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this agreement.
18. Despite any agency capacity, the person signing this agreement, personally and on behalf of BUYER, warrants and affirms to HT FENCING that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity. Furthermore, BUYER agrees to be on site or in contact with HT FENCING during the installation period. If the person signing this agreement appoints an on-site representative (including co-owners) HT FENCING shall not be held liable for any changes, requests, or disagreements that may occur between the Buyer(s)/Owner(s).
19. DELAYS IN SCHEDULE: Please note that all of our work is contingent upon the weather. Any and all weather related issues will change our installation schedule at any given time. It is common during peak season for all projects to be delayed due to our current backlog. We try our best to have all of our work scheduled in the order received. Our production department will contact you with any changes in the schedule
20. BUYER MUST HAVE A CURRENT CREDIT INFORMATION ON FILE WITH CONTRACTOR. All credit and financial information provided by BUYER to HT FENCING is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by HT FENCING.

COMPANY: _____ CCV: _____
CC# _____
EXP. Date: _____ ZIPCODE: _____

By execution of the document, Buyer acknowledges that he/she has read and understands the terms and conditions. Seller shall not be responsible for, and Buyer shall hold harmless HT FENCING from any and all damages and liabilities resulting from any cut or damaged lines including, but not limited to, gas, water, sprinkler, electric, telephone, fiber optic, cable. Buyer shall comply with all applicable statues and codes relating to the location of utility lines. Buyer shall remit payment as outlined above.

Client/Owner: _____

Printed Name

Signature

Date

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Contractor: _____

Printed Name

Signature

Date

Attachments: _____ Exhibit A: Additional Description of Services to be Performed.