

TERMS AND CONDITIONS

Contract Signee Referred To As Customer or Property Owner

HARD DIGGING

Please be advised that in the event of encountering challenging digging conditions requiring special equipment (JACKHAMMER, ROCK CHIPPING BARS, CORE DRILLS), there will be an additional charge to the original invoice. This up-charge may vary between \$300 and \$1500, depending on the extent of the difficulty. In rare instances where heavy equipment rental is necessary for the completion of the digging, additional charges may apply, although such circumstances are infrequent. We appreciate your understanding in these situations, as these measures ensure the successful and efficient completion of the project.

UNDERGROUND UTILITIES

Sometimes, utility lines are damaged during the construction of a new fence – even when exercising the most caution. In most cases of damaged utilities, neither the property owner nor the installer are aware that lines are present until the damage has already occurred. We will safely install fence where instructed. If there are known utility conflicts, we may, at times, advise for relocation of fence lines based on installer judgment.

We will handle 811, Call Before You Dig, Requests. This is our effort to protect infrastructure and to perform safe excavation as required by law. It is not a fail-safe, and Get Fencing Unlimited LLC can not be responsible for losses as a result of damage to any underground pipes, drains, wires, cables, foundations, sprinklers, or anything of the likes. Customer agrees to release, indemnify, and defend Fencing Unlimited and any involved contractor against all liability, loss, damage, and expense caused or occasioned thereby.

811 is responsible for locating buried Public Utilities. Sometimes, utilities are located incorrectly. Most often, residential locates include main electrical to meter base (Red), communication lines to junction boxes (Orange), and natural gas to meter (yellow). Water is rarely located beyond the meter as it is considered “private”, and most sewer lines are considered “private”. Propane, irrigation, and utilities related to pools are not located. Lines most in danger of damage are septic system lines, communication lines, and water lines feeding auxiliary hydrants, sprinkler systems, etc.

LOCATION OF FENCE AND PROPERTY LINES

Fencing Unlimited does not offer or perform surveyor services. The property owner (our customer) is solely responsible for identifying property lines. The customer hereby assumes full responsibility for the location of the line upon which the fence is to be installed and agrees to hold Fencing Unlimited and any involved contractors harmless of all claims arising from: Questions of survey of said property lines; All claims from personal injury, Property damage or Trespass from or by means of the installation of said fence material. Customers will defend Fencing Unlimited and any involved

contractors and reimburse them of all costs in the connection with any claim by anyone about the location of the fence.

LANDSCAPING

Customer agrees that Fencing Unlimited will not be held responsible for the restoration of any portion of the landscape that is disturbed during installation. Fencing Unlimited and any involved contractors shall not be required to remove, relocate, spread, or reform soil excavated from digging post holes during fence installation nor be responsible for damage to trees, shrubs, sod, plants, flowers, etc. It is general practice that soil be spread along the perimeter of the fence line. Soil conditions and moisture content can and does affect this process. Construction of fences should be considered a major construction project and reasonable wear and tear of lawn and landscaping should be expected.

GRADE OF FENCE

Proper fencing is to follow the grade of the topography. The fence will follow the grade of the landscape. Generally the fence will be closest to the grade in the highest areas and furthest from the grade in the lowest areas. The fence within this contract will be built to follow the topography of the property unless specifically stated otherwise in writing.

Once construction commences, any changes made regarding grade (including shortening of boards, re-grading fence, etc.,) will be made at customer's expense. Changes to how the fence is graded can make significant changes in the materials needed and the amount of time required to complete the project.

HOA AND REQUIRED PERMITS

It is the customer's responsibility to obtain HOA approval and/or any required permits via the local municipality. Any lost time once work commences due to neglect of obtaining HOA approval or required permits will be at the expense of the customer. Any fees assessed for permits will be passed on at cost to the customer/property owner.

SCHEDULING

Scheduling contingent upon delays caused by weather, availability or materials, labor resources, and any other activity outside of our control. The post-covid supply chain has some materials arriving with delayed lead times. These supply-chain related lead time delays are outside of our control.

UNKNOWN CONDITIONS

This contract is submitted in good faith and all conditions cannot be known until installation is underway. It is assumed that our installation crew will not encounter underlying rock formations, hidden foundations, excessive/unforeseen tree roots, and other obstacles on the property that will necessitate drilling, blasting, or any unusual conditions involving extra labor in the installation of this fence. Should any of the above conditions be encountered or should any changes be made by customer after shipment is made, changes will be made to cover the actual cost of such work plus twenty percent (20%). We do our best analysis during our on-site inspection to identify problem areas so that these unforeseen situations are rare.

PAYMENT

If a customer does not pay invoice upon completion of job, Fencing Unlimited or any involved contractor may refer collection of the unpaid amount to an attorney or collections agency. If Customer's unpaid invoice is referred to an attorney or collections agency, Customer shall pay all reasonable attorney's fees and/or collections agent's fees.

LEGAL AGREEMENT

In lieu of signature, payment of non-refundable deposit/retainer fee is considered as an acceptance of this proposal and/or contract from Get Fencing Unlimited LLC. In other cases, written communication and commencement of work will be considered acceptance and agreement of this contract.

Customer agrees that this contract represents the full and entire agreement between the parties affecting the work contemplated herein, and no other verbal agreement or understanding of any nature concerning the same has been entered into between the parties. No modification of this proposal and/or contract will be binding upon Fencing Unlimited unless in writing and executed by an authorized representative of Fencing Unlimited.

MARKETING

Customer agrees to allow Fencing Unlimited to take photographs and videos on his or her property of the fence project to be used for the purpose of marketing our business on social media, the internet, television, printed advertising or any other platform indefinitely and without compensation to the customer.

CHANGE ORDERS / CHANGE OF CONTRACT –

We STRONGLY DISCOURAGE altering your contract.

It is our goal to deliver a quality product and to earn a fair profit. Change orders cause unnecessary down-time and can cause unnecessary harm to our company's profits and schedule with other customers. We will evaluate and accommodate change orders from this contract as outlined in detail below.

[[signature]]

HOW CHANGE ORDERS ARE HANDLED:

- If you decide you need to make a change within our agreement. Please notify your salesperson as soon as possible. ° If your product is a special order, please understand the options may be limited.
- If you wish to shorten your fence or remove components from your fence once work commences, please know that you may still be invoiced at full contract price.

- If you alter or plan to alter the agreed upon fence, please understand that the price we have agreed upon was not figured on a “per foot” basis. The adjustment you wish to make will not be figured on a “per foot” basis.
- Once our installation crew has arrived on site, any change requested by the customer or property owner will be subject to the following change order fees:

° A minimum \$125.00 administrative change order fee will be applied to cover the time required to halt work and investigate the change. ° A minimum \$300 trip charge will be applied if a special, unplanned trip, is required to fulfill your requested change.

- Unplanned trips may be a salesperson having to arrive mid-construction.
- Unplanned trips may be a crew member leaving the job site to secure additional materials to fulfill change.
- Unplanned trips may be due to a request to break the project down into multiple phases for any reason outside of our control.

° Beyond these minimum charges, we will also bill for materials and labor required to fulfill the change order.

PAYMENT TERMS

Residential and Private Payment Term Agreement

Retainer Deposit

Please understand your project will be subject to a 25% payment at time of signing the contract. This payment serves as a retainer and allows us to put you onto our schedule. This retainer is non-refundable.

Contract Price

The dollar value of the contract is valid if payment for the fence is made within five (5) business days of completion.

How To Pay

The best and easiest way to pay is to simply use our ACH feature by clicking on the provided invoice.

Checks can be mailed to or dropped off at:

Fencing Unlimited

2371 Old Springville Rd, Birmingham Al 35215

Credit card payments can also be made by using the payment link on the provided invoice. There is a **credit card fee** and that fee is also available on the provided invoice.

Late Payment

Fencing Unlimited reserves the right to charge a \$50 collection fee for final payments that are not received within five

(5) days of fence installation.

Your balance will become subject to a 6.5% APR interest charge for any balance not paid after fifteen (15) days. This is a daily penalty rate of 0.0178%.

Intent To File Lien

In the event balance is not paid in 45 days, a lien will be filed with the state against the property. the 6.5% apr interest

mentioned above will continue to accrue.

EXPLANATION OF PUBLIC & PRIVATE UTILITIES

Arriving at your yard, you may find flags, stakes, and/or spray painted marks in your yard. These are used by utility companies for marking an approximate location of the buried public utilities. These markers help reduce the risk of contractors, such as Fencing Unlimited, hitting public utilities while working in the area.

DO NOT REMOVE, MOVE OR ALTER ANY MARKERS UNTIL GET FENCING UNLIMITED LLC HAS COMPLETED YOUR FENCE.

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. ***Water is almost always private beyond the meter.***

CONTRACTOR RESPONSIBILITIES

As your “Contractor,” Fencing Unlimited is responsible for having the PUBLIC UTILITIES MARKED on your property by the Local Public Utility Locator Service. The public utilities will be marked within the work areas defined by the services you have ordered the Contractor to perform.

HOMEOWNER RESPONSIBILITIES

As the homeowner (“Owner”), prior to Contractor arriving to work, you are responsible for locating and marking, with flags and/or spray paint, the boundaries and rights of Owner’s property including all applicable easements and all private underground utilities or personal property including, but not limited to, irrigation systems, private extensions of electric, internet, phone lines, water lines, invisible fencing wires, and/or anything not otherwise located by public utility services. Owner’s failure to fulfill these obligations can result in delay. Owner shall indemnify and hold Contractor harmless from and against all claims and damages, including attorney fees, resulting in whole or in part from inadequate access, any omitted marking or otherwise incorrect marking of utilities, and/or any omitted marking or otherwise incorrect marking of property rights.

If Contractor is instructed by the Owner to complete work where digging is required within 24” of a marked public utility or property rights, the Owner agrees to hold Contractor harmless from and against all claims and damages, including attorney fees, personal injury claims, property damage or trespass resulting in whole or in part from any resulting damage caused from or by means of the Contractor’s work.

POSSIBLE DELAY ACKNOWLEDGEMENT

At Fencing Unlimited, we want to ensure *complete transparency* with out **valued customers**. While we aim to start your fence or deck project on the agreed-upon date, we must acknowledge that unforeseen obstacles may occasionally affect our schedule. These challenges could range from discovering improperly marked underground utilities or sprinkler systems during site preparation to weather related delays, unexpected change orders on previous jobs, potential equipment failures, **Hard Digging Conditions**, or regrettably, even installer injuries. **We prioritize safety and quality above all else**, and while these circumstances can lead to project start date delays, please be aware that your deposit is non-refundable as it secures your place in our project queue. We appreciate your understanding and trust in our team's dedication to delivering outstanding results when we commence your project.

Thank you for choosing Fencing Unlimited.

HARD DIGGING ACKNOWLEDGMENT

Please be advised that in the event of encountering challenging digging conditions requiring special equipment (JACKHAMMER, ROCK CHIPPING BARS, CORE DRILLS), there will be an additional charge to the original invoice. This up-charge may vary between \$300 and \$1500, depending on the extent of the difficulty. In rare instances where heavy equipment rental is necessary for the completion of the digging, additional charges may

apply, although such circumstances are infrequent. We appreciate your understanding in these situations, as these measures ensure the successful and efficient completion of the project.

1-10 HOLES - \$300 11-20 HOLES - \$500 20-30 HOLES - \$750 30-40 HOLES - \$1000 OVER 40 HOLES - \$1500

UTILITY LIABILITY INSURANCE

Fencing Unlimited now offers Utility Insurance as a convenience to its customers.

This Utility Liability Insurance is a onetime (nonrefundable) fee of \$500

By paying this fee the customer is relieved of any liability to underground utility obstructions incurred while installing fence.

(Defined as any Power, gas, water, communication (phone-cable) lines. These can be the costly utilities to repair. Any other subsurface obstruction is not included and is the responsibility of the owner)

Fencing Unlimited will repair or pay for repairs in full upon destruction of said utilities.

The determination of who repairs the line is solely at the discretion of Fencing Unlimited .

This policy stays in effect for 14 days after completion of the fence. Fencing Unlimited is relieved of all liability after the 14 days has expired .

Fencing Unlimited is only responsible for lines hit directly in the path of the fence .

If customer decides to not accept the offered Utility Insurance, cost to customer understand they accept FULL financial responsibility for excavated utilities or underground obstructions of any kind (marked or otherwise) Customer also understands repairs to the utilities will not in any way impede the progress of fence installation or additional charges will incur. (Fence will be installed & utilities will be repaired around excavated holes) Fencing Unlimited is NOT responsible for any equipment or appliances regardless of whether Insurance is accepted or not, this Liability insurance is for the repair of the underground obstruction itself.

WARRANTY INFORMATION

WOOD FENCE & GATE WARRANTY

• Our One Year Workmanship Warranty - Effective 04/18/2024 - RESIDENTIAL PROPERTIES ONLY

Fencing Unlimited pledges to its customers that all workmanship provided for in the course of their fence construction projects will be free of defects, will be of a specified quality, and will perform properly for the duration of one year from the day of commencement of use, substantial completion of the project, or a date of notice of completion of the project, whichever is the first to occur. This warranty is not transferable.

• Notification of Defects

Within 10 days of the first knowledge of any defect, or failure to operate properly, Fencing Unlimited is to be notified, in writing, of same by owner or his/her agents, Fencing Unlimited shall be given first opportunity to repair, replace, and/or correct item found to be defective, or that fails to function properly, at no cost to the owner, within a reasonable period of time. Fencing Unlimited shall not be liable for costs of repairs, replacement or correction for any defects or alleged defects should the Customer undertake the corrective action himself.

• Not Covered Under This Warranty

This warranty does not apply to any construction work that has been subjected to an accident, misuse and abuse, nor to any construction work that has been modified, altered, defaced, and/or had repairs made/attempted by any other factor. This warranty does not cover any wood that may warp, split, crack, check, bow, or fade.

• Damage From Outside Sources

Fencing Unlimited is not liable for repair conditions caused by chemical or sedimentary buildup, misuse or abuse, failure to clean or maintain as specified by the product/equipment manufacturer, structural changes, fire, freezing, electrical failure or surge, water damage, wind damage, lightning, mud, earthquake, soil/foundation/driveway/walkway movement, soil sediment, storms, accidents, pest damage, or acts of God.

• Manufacturer Defects

Fencing Unlimited is not liable for repairs related to problems or failures caused by a manufacturer's defect.

• Staining Your Fence

You must wait allotted drying time after install before staining. You must use oil-based stain. Using a water-based stain will void this warranty. See Acknowledgment for more details.

• Wood Fence Parts

Fencing unlimited will not repair or replace any gate(s) or fence parts constructed of wood material that have warped, cracked, split, rotted, or chipped without invoicing accordingly (these conditions are not workmanship related and will not be covered under this warranty).

• Wooden Gates

There is no warranty on gate hardware.

• **VOID OF WARRANTY**

This warranty shall be voided should any work, repair, replacement or correction be made on the product (the fence) by a customer or any other party other than Fencing Unlimited or a party affiliated with and/or approved by Fencing Unlimited . Late payment will also void warranty.

ALUMINUM FENCE & GATE WARRANTY

This warranty is valid between the original purchaser and Fencing Unlimited .

One Year Workmanship Warranty

We confidently stand behind our services by including a One Year workmanship warranty on your new aluminum fence. This warranty covers defects in workmanship for one year after installation of the fence. Proper post footers, proper fasteners, and proper installation methods. We Follow ASTM standards when constructing your aluminum fence. Any failures as result of improper installation will be covered by warranty.

Your aluminum gate comes with free adjustment for one year after installation. We emphasize excellent aluminum gate installation, but slight settling may occur, and we will adjust this for one year. Settling after a few months is abnormal and is unlikely to occur.

What to Expect of Your Aluminum Fence

We guarantee that your aluminum fence will be low in maintenance and easy to care for. Your fence will have a lifetime warranty on its finish. The finish is guaranteed to not rust, corrode, flake, or peel. We source quality materials and we pledge to use suppliers of American-Made aluminum products.

Aluminum is a soft metal with a density about 1/3 that of steel. While it performs well in most situations, it is possible that some larger dogs could damage the fence in an effort to escape. In the proper environment, aluminum is a great barrier with little maintenance and classic appeal.

Suppliers

We source most aluminum fence products from the following:

Eagle Fence
Courtyard by Digger Specialties, Inc.

Your contract will specify the supplier used and more product warranty information can be found on these companies respective homepages or by request.

Voiding of Warranty

Please do not remove our sign from your fence. Your lifetime warranty is certified by the presence of the sign remaining on fence as originally installed.

We reserve the right to void your warranty if payment is late or outside of terms.

VINYL FENCE & GATE WARRANTY

This Warranty is valid between the original purchaser and Get Fencing Unlimited LLC. One Year Workmanship Warranty.

Fencing Unlimited confidently stands behind our services by including a LIFETIME workmanship warranty on your new vinyl fence. This warranty covers defects in workmanship for the lifetime of the fence. Proper post footers, proper fasteners, rail locks, and proper installation methods. We Follow ASTM standards and manufacturer instructions when constructing your vinyl fence. Any failures as result of improper installation will be covered by warranty. Post footers = 30".

Your vinyl gate comes with free adjustment for one year after installation. We emphasize excellent vinyl gate installation, but slight settling may occur, and we will adjust this for a period of one year. Settling after a few months is abnormal and is unlikely to occur.

What to Expect of Your Vinyl Fence

Fencing Unlimited guarantees that your vinyl fence will be low in maintenance and easy to care for. Your fence will need periodic cleaning in effort to remove mold and mildew buildup. Vinyl fence is a long-lasting product and will far outlast a wood fence in most environments. The greatest challenge we see from properly installed vinyl fences is damage from lawn mowers and string trimmers, throwing rocks and debris at the fence. Vinyl fences sometimes will blow out in high-wind situations, but our use of rail-locks almost completely solves this problem.

If damage arises to your vinyl fence, give us a call. Repairing vinyl fence is usually simple and quick to accomplish. Sometimes the extrusions change, and it may be necessary to replace an entire 8' section of fence rather than the specific damaged component.

Suppliers

We source most vinyl fence products from the following:

PolyVinyl

Prestige Vinyl Creations

Digger Specialties, Inc.

Eagle Fence

Vinyl supplies are determined based on style and availability. This is subject to change without notice.

Voiding of Warranty

Please do not remove our sign from your fence. Your lifetime warranty is certified by the presence of the sign remaining on fence as originally installed.

We reserve the right to void your warranty if payment is late or outside of terms.

CHAIN LINK FENCE & GATE WARRANTY

This Warranty is valid between the original purchaser and Get Fencing Unlimited LLC. One Year Workmanship Warranty.

Fencing Unlimited confidently stands behind our services by including a One Year workmanship warranty on your new chain link fence. This warranty covers defects in workmanship for one year after the installation of your fence. Proper post footers, proper fasteners, and proper installation methods. We follow ASTM standard and manufacturer instructions when installing your chain link fence. Any failures as result of improper installation will be covered by warranty.

Post Footers = Minimum 24" when set in concrete. Minimum 34" when driven. Fencing Unlimited reserves the right to determine installation methods. The preference is to drive posts without concrete.

If damage arises to your chain link fence, give us a call. Repairing chain link is usually simple and quick to accomplish.

Suppliers

We source our American Steel and Chain Link primarily from the following:
Merchant Metals & Eagle Fence Distributing

Product Warranty

We use Galvanized and Vinyl-Coated Chain Link Fabrics framework. These materials have a warranty of 15 years. More can be learned about this by visiting merchantmetals.com

Voiding of Warranty

Please do not remove our sign from your fence. Your lifetime warranty is certified by the presence of the sign remaining on fence as originally installed.

We reserve the right to void your warranty if payment is late or outside of terms.

I understand that removing the Fencing Unlimited sign from my fence will void my warranty.

WOOD FENCE & GATE PRODUCT INFORMATION

What To Expect With The Purchase Of Your Wood Fence & Gate

Natural Drying Process & Checking

Wood fences undergo a natural drying process as they are exposed to outdoor conditions. This causes the exterior surface (sapwood) to shrink faster than the inner surface (commonly referred to as "checking"). A check is technically neither a split nor a crack. Checks can be easily described as an opening on the surface of the wood that runs parallel the direction of the grain. It is important to remember that checking will not affect the structural integrity of your fence or shorten its lifespan; this is a completely natural occurrence. All wood is guaranteed to warp, crack, split, shrink, fade, bow, twist, and check. This happens substantially more with pine than cedar and can start immediately after installation. There is no warranty coverage on warping, cracking, splitting, shrinking, fading, bowing, twisting, and checking.

You will have gaps between your fence pickets. These gaps will be visible immediately after installation and will grow to become larger and more visible.

Red or Yellow Pine - Treated Pine

Pine is treated to prevent rotting, insect infestation, and deterioration. There is a lifetime warranty from the manufacturer covering rotting, insect infestation and deterioration ONLY. Pine has an inconsistent grain structure consisting of large inconsistencies in the density of the grains, making it more prone to warping, cracking, shrinking, curling, and splitting due to expansion and contraction. Your fence will turn gray.

Western Red Cedar or Incense Cedar

Cedar has natural characteristics to prevent rotting, deteriorating, and insect infestation. It will last approximately 10 to 15 years depending on weather conditions and if it's been sealed and stained to keep moisture out and reflect the harmful UV rays from the sun. Cedar has a consistent grain structure which makes it more stable and less prone to cracking, splitting, and warping as it expands and contracts equally. Cedar will turn a silver gray if not sealed and stained. We highly recommend that you stain and seal your fence to prevent water from absorbing into the wood and reflect the harmful UV rays. Staining and sealing lowers the amount of warping, splitting, cracking, and deterioration but will not prevent it.

Staining

Prematurely staining your fence can cause warping. In order to help prevent this warping, ALL of the following must be met before staining your Fencing Unlimited fence, (1) At least 2 weeks have past since fence installation, (2) Moisture content of wood is 13% or less - Moisture Meter can be purchased from your local building supply store or Amazon. Link for purchase ([MOISTURE METER](#)), (3) ONLY oil-based stain will be applied because water-based stain will promote warping, not prevent it, and (4) Stain will be evenly applied to BOTH sides of fence on the same day, not doing so promotes warping. Should customers prematurely stain the fence and/or gate, any guarantees and/or warranties by Fencing Unlimited will be null and void.

Wood Gates

Gate latches/strikers require regular adjustments to remain functional. There is NO WARRANTY ON GATE HARDWARE, but we will adjust gate latches/strikers that we have installed at no charge for up to one year from the date of installation, providing there is no evidence of abuse.

Please note that Gates will settle and the wood they are constructed with will expand and contract depending on rain, humidity, and seasonal weather. To allow gate latch to work properly year round, there will be an approximate 1 inch gap between gate and latch posts or between left

gate and right gate in a double gate application.

If the gate needs to be rebuilt because of wood failure, twisting, or warping, Get Fencing Unlimited LLC will supply material for repair only, labor will be an extra charge. The labor cost must be paid in full before repair can be scheduled.