



TERMS & CONDITIONS

TERMS & CONDITIONS TO FENCE INSTALLATION

Contract Signee Referred To As Customer or Property Owner

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 Jackson Fence Company LLC can not be responsible losses as a result to damage to any underground pipes, drains, wires, cables, foundations, sprinklers, or anything of the likes. Customer agrees to release, indemnify, and defend Jackson Fence Company LLC 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

Jackson Fence Company LLC 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 Jackson Fence Company LLC 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. Customer will defend Jackson Fence Company LLC 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 Jackson Fence Company LLC will not be held responsible for the restoration of any portion of the landscape that is disturbed during installation. Jackson Fence Company LLC 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 fence 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 customer does not pay invoice upon completion of job, Jackson Fence Company LLC 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.



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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 Jackson Fence Company 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 Jackson Fence Company LLC unless in writing and executed by an authorized representative of Jackson Fence Company LLC.

MARKETING

Customer agrees to allow Jackson Fence Company LLC 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.

Initial: _____

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 in 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 jobsite 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.