



Good Shepherd Fence Co. – Contract Conditions

WARNING: GOOD SHEPHERD FENCE COMPANY, 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.

TERMS: 50% down payment. Remaining balance due at the completion of the job. Cash, Check, Mastercard, Visa, Discover Cards, or other electronic payments Accepted. Job must be paid for 100% completion post job completion. There is a 1.5% interest after 5 days when final payment is not complete. Financing available to qualified buyers. MORE OR LESS MATERIAL OTHER THAN THE AMOUNT CONTRACTED FOR WILL BE DEBITED OR CREDITED AT CURRENT RATE.

NOTICE: If contract is changed after installing crew arrives, there will be a \$175.00 per hour charge for time lost. If contract is cancelled, the 50% down payment will not be refunded.

ACCEPTANCE: The proposal when accepted by the Credit Good Shepherd Fence Company, at its main office becomes a contract between two parties and is not subject to cancellation. This contract is payable in full after substantial completion of this work to be performed by Good Shepherd Fence Company pursuant to this contract, and purchaser agrees he shall be liable for all court costs, Attorney's fees, and other expenses incurred by Good Shepherd Fence Company in the collection of any amount due it for work performed or materials supplied pursuant to this contract. In case payment is not made as specified in Terms of Payment Good Shepherd Fence Company reserves the right to possess all materials used on this job without recourse. Property owner is solely responsible for locating, staking, and clearing fence lines; as well as locating underground sprinkler systems (heads and lines), private underground gas, and electric and drainage lines.

SPECIAL ORDERS: All material must be paid in full prior to ordering. There will be no refund if work is cancelled for any reason. Examples – aluminum, PVC, steel.

ACCEPTANCE OF CONTRACT: I have read the specifications and conditions herein and as stated on reverse side are satisfactory and are hereby accepted. They are authorized to do the work as specified. Payment will be made as outlined above.

HOMEOWNERS RESPONSIBILITIES:

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 lines. City and county ordinance and building permits are also the responsibility of homeowner. Homeowner may apply for variance to rectify ordinance.

Homeowners Association Approval – If you are a Member of the Homeowners Association, proper authorization must be attained before installation. Irrigation / Sprinkler – If you have a 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. Relocation of water lines or sprinkler heads are recommended if within 12 inches of fence line.

Non-Public Underground Utilities – If you have installed underground lines to out-buildings, light poles, or any other areas, please locate before installation. Good Shepherd Fence Company will not be responsible for damage to non-public underground utilities or appliances due to improper marking or lack of marking.

Good Shepherd Fence Company Responsibilities:

Public Utilities – Good Shepherd Fence Company will contact the major utilities and have them all marked prior to installation. This includes Cable TV, Electric, Gas, Water, Phone, and any other easements in your property. It is our recommendation for the homeowner to meet with the Supervising Foreman on the day of your installation. Layout will take 10-15 minutes to review all details.

Note: HydroVac services required if dig site is within 30 inches of Public Utility. Additional Charges may apply.

Mechanic's Lien: Pursuant to the Indiana Mechanic's Act, as codified at Indiana Code Section 32-28-3-1 et seq.: These statutory mechanic's lien rights provide that if lien claimant is not paid for its work, or any portion thereof, a mechanic's lien may be recorded against the project and its underlying real estate and all improvements thereon.

Limited Lifetime Craftsmanship Warranty: Good Shepherd Fence Company offers a Lifetime Craftsmanship Warranty on all fence products installed (this does not warranty natural characteristics of product, misuse/abuse, modified, altered, defaced, dried lumber, cracked lumber, and/or had repairs made already). Our fence sign MUST remain on the fence for the lifetime of existence to ensure it is a GSFC build to receive the Lifetime Craftsmanship Warranty, so we can address accordingly. IF you do not leave your fence sign on your product, you will receive no warranty.



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Placing an Order: Before your purchase, please contact your sales representative with any questions or concerns. If you are ready to proceed, we will need for you to sign and date the Proposal Contract (which includes this Scheduling, Installation, Job Facts, and Customer Awareness Sheet), and place a deposit with your sales representative or our office at 317-786-2557. Once this information is received, we will proceed with ordering the needed materials and your project will be placed in our scheduling rotation. We cannot proceed with any material ordering or scheduling until this information is received by our office. Please remember that the final payment is due upon the completion of the fence. Please submit your final payment to our crew foreman or contact our invoicing department at 317-786-2557.

Note: All Projects will be built to Good Shepherd Fence Company's Standards & Specifications unless otherwise noted on signed quote.

Layout Approval: Our production department will contact you two to four days prior to beginning your project. We will need someone to be on site to approve the initial layout and the gate placement at the time of post setting. We cannot proceed with the installation without on-site approval.

Plot Plans: It is of the utmost importance to understand that Plot Plans are only approximate and based upon limited accuracy measurements. A Staked Survey is highly recommended to show the true property lines. Good Shepherd Fence Company will not be held responsible for installing your fence based upon your Plot Plan measurements.

Post Setting and Finishing: With all of our posts being set in wet concrete, we need to allow for the concrete to cure before finishing the fence. The finish will range from two to five days after the posts have been installed.

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 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.

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. After your purchase, contact our production department with any scheduling and installation questions at 317-786-2557

Customer Awareness:

Public Underground Utilities: Good Shepherd Fence Company 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): Good Shepherd Fence Company 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, fire places), 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 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.

Wood Material Notes: All wood, regardless of type, will split, crack, twist, warp and could arrive in various colors from our suppliers. Good Shepherd Fence Company 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 the 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 your sales representative for details.



Good Shepherd Fence Co. – Utilities Acknowledgment & Waiver

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 Good Shepherd Fence Company, hitting a public utilities while working in the area.

DO NOT REMOVE, MOVE OR ALTER ANY MARKERS UNTIL GOOD SHEPHERD 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.

CONTRACTOR RESPONSIBILITIES

As your “Contractor,” Good Shepherd Fence Company 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.

Note: HydroVac services required if dig site is within 30 inches of Public Utility. Additional Charges may apply.

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 36” 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.

By Signing Below

I acknowledge that I understand the difference between private utilities and public utilities. I also agree to not remove, alter, change, or otherwise disturb any public utility markers and furthermore understand that it is my responsibility to mark all underground private utilities and property rights as described above to Good Shepherd Fence Company’s arrival for work commencement.



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Our Lifetime Workmanship Warranty: Good Shepherd Fence Company offers a Lifetime Craftsmanship Warranty on all fence products installed (this does not warranty natural characteristics of product, misuse/abuse, modified, altered, defaced, dried lumber, cracked lumber, and/or had repairs made already). Our fence sign MUST remain on the fence for the lifetime of existence to ensure it is a GSFC build to receive the Lifetime Craftsmanship Warranty, so we can address accordingly. IF you do not leave your fence sign on your product, you will receive no warranty.

Pressure Treat Pine:

Pine is treated to prevent rotting, insect infection, and deterioration. This pressure treated pine is guaranteed by the manufacturer not to decay or have insect damage. It is NOT guaranteed against shrinkage, warping, or splitting. *Pine will turn gray if not sealed and stained.

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.

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.

For more information regarding your new wood fence, please copy and paste this link into your browser to watch this video by one of our fencing partners: https://youtu.be/pUBp53_ospg

Not Covered Under This Warranty: This warranty does not apply to any work that has been subjected to storms, and accident, misuse, abuse. Good Shepherd Fence Company is not liable for repair conditions caused by water damage, wind damage, lightning, mud, earthquake, soil/foundation movement, pest damage, etc.

Manufacturer Defects: Good Shepherd is not liable for repairs related to problems or failures caused by a manufacturer's defect.

By Signing Below

I acknowledge that I understand Good Shepherd Fence Company's Wood Warranty. I furthermore agree and understand there is no warranty written or implied that covers warping, cracking, splitting, and checking.