

Contract Conditions

WARNING: GOOD SHEPHERD FENCE COMPANY, MANUFACTURER, WHOLESALE, 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, ACH, or other electronic payments accepted. Job must be paid for 100% completion post job completion. There is 1.5% compounding late fee of the current balance every 30 days past the date of the final invoice. 18% annum (365 days) on final balances of project. Financing available to qualified buyers. More material other than the amount contracted for will be charged at current rate and added to the final invoice. Temporary Fence, including Post Driven and Panels are billed 100% prior to installation. Once the term of the contract is fulfilled, the rental will be billed on a month-to-month basis unless otherwise stated.

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

ACCEPTANCE: ACCEPTANCE: The proposal when accepted by the Good Shepherd Fence Company, at its main office becomes a contract between two parties and is only subject to cancellation by Good Shepherd Fence Company. 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. Substantial completion is judged as the project, or a portion of the project, is fit for its intended use. 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 canceled 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.

INSURANCE PAYMENT: You agree that this Contract has not been entered into with the expectation that it will be paid from the proceeds of an insurance policy, or from the liability of a third party. You agree that the Consumer (or Consumers) are solely responsible for the payment of this Contract.

MODIFICATIONS: If this Contract needs to be modified for any reason, GSF will inform you of the modification and have you sign off on it. You will be charged according to GSFs hourly rate as listed in the NOTICE clause.

SEVERABILITY: If an Indiana court, with proper jurisdiction, finds that any part or provision of this Agreement violates Indiana law, the parts and provisions that do not violate Indiana law will stand independent of the other part or provision.

PAGINATION: The Estimate Sheet is the first page of this Contract. The subsequent pages are numbered. The final two pages of this Contract are two Notice of Cancellations, which are not numbered. The Signature Page is located right before the Notice of Cancellation.

UNFORESEEN CIRCUMSTANCES: 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).

WAIVER OF SUBROGATION: You agree to waive all subrogation rights against GSF and any of their subcontractors, sub-subcontractors, agents and employees for any and all claims which may arise during the performance of services under

this agreement or after the services have been completed. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property involved.

ARBITRATION: You agree to arbitrate all controversies and claims arising relating to issues regarding installation, permits, workmanship, craftsmanship, utilities, or services under this Contract. Judgment on the award rendered from the arbitration may be entered in any court having jurisdiction thereof. All other issues under this Contract may be arbitrated by consent of both parties.

INDEMNIFICATION AND HOLD HARMLESS: You agree to indemnify and hold GSF harmless from and against any claims made by any third party including, but not limited to, injury, death, damage, loss of property or business interruption, arising from GSF's negligent acts or omissions, including those relating to hiring, training, supervision, scope of work, its agents and employees. You further agree that GSF shall not be liable for failure to perform this agreement due to any "Act of God" or cause beyond GSF's reasonable economic control, nor in any case for any consequential, incidental, or special damages or loss of profits.

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. Local and city ordinance or codes must be communicated to GSFC prior to installation. Any rework needed will be at the expense of the signee. 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 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. 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. You must pay your contract in FULL, at 100% of completion for any warranty to be active on your installed project(s). Failure to pay in accordance with terms, contractually agreed upon, voids ALL warranty coverage. Gate closures and locking mechanisms are covered up to one (1) year after

installation. Here at Good Shepherd Fence Company, we offer all our customers a Limited Lifetime Workmanship Warranty. We provide this to provide peace of mind, knowing your fence project is in good hands. A workmanship warranty provides you coverage against workmanship or installation errors. While having a workmanship warranty can be invaluable, some warranties can be misleading. It is important know what your warranty covers and the timeframe it is valid. These items will be outlined below.

Items covered under Good Shepherd Fence Company's Workmanship Warranty:

- Missing or mis-struck Nails (Wood) (Lifetime)
- Missing concrete not meeting AFA Standards (does not include post driven chain link) (Lifetime)
- Gate closures and locking mechanisms are covered up to one (1) year after installation (1-year)

Items not covered under Good Shepherd Fence Company's Workmanship Warranty:

- Damages via Acts of God (uncontrollable events, such as tornadoes, floods, high winds, etc)
- Damages caused by humans or pets
- Impact to Fence
- Wind damage due to gates not properly closed or not securely latched
- Items outlined in your Wood Warranty Page

WORKMANSHIP VS MANUFACTURER WARRANTY

While workmanship covers the installation process, Good Shepherd Fence Company is also proud to offer products from suppliers and manufacturers that have their own warranties on the physical product. Many of these products have Limited Lifetime Warranties, which may cover items such as rusts, cracks, abnormal weathering, and much more. The link or paperwork required to register these warranties can be requested through your Good Shepherd Fence sales representative.

Again, we appreciate the opportunity to work with you on your upcoming fence project! Please reach out with any questions or concerns you may have!

Note: *Warranties are non-transferable from homeowner to homeowner. Please note that failure to pay your final invoice in line with the terms contractually agreed upon voids all craftsmanship warranty coverage.*

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. If a contact is unavailable, we will build the layout from your signed upon agreement in the portal. If changes are to be made onsite or once the project has begun that is different from the layout in your signed agreement, a signature is required and any change in price documented and signed upon by both parties. Any rework required will be billed accordingly.

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.

POST SETTING AND FINISHING: For 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 if concrete is required. If a no-dig installation is to be performed, there will be very little to no dirt as posts

are driven 3'-5' below the surface. Projects build with the no-dig method can be build on without posts setting and no dirt clean up.

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 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.

UNFORESEEN OCCURRENCES:

Underground Utilities Utilities within the 36" of the dig location are to be hydrovac and billed at a minimum rate of \$1875 per 4 hours. Additional costs may apply.

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.

Hand/Hard Digging Clause When building a fence and our team has to hand dig holes due to being: within a utility area, heavy rock and underlay in the earth, and other opportunities that occur - Purchaser shall absorb all costs incurred from unknown conditions such as rock removal, poor digging conditions, or poor soil bearing capacity; including but not limited to jackhammer, special auger rental (plus delivery and operator charges), sonotubes (plus purchase, delivery, and installation). Costs to be charged starting at \$50 per hole for hand digging and up depending on the individual situations that occur.

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. Removing flags or removing paint may result in a \$150 dry run fee.

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. IF you do not pay your final balance in FULL (100% PAID) you will not have a warranty on any products install. Warranty starts after payment in FULL has been processed.

PRESSURE TREATED 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 click [here](#) to watch this video by one of our fencing partners:

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.

TEMPORARY FENCE:

In no event shall the Owner be responsible for any loss of, or damage to property, or death, or injury to persons caused by the equipment, arising out of the use thereof during the period of hire and the Hirer shall indemnify the Owner from and against all claims which may be made against the Owner for damages or otherwise, in respect of or arising directly or indirectly out of any loss, damage,

death or injury whatsoever caused directly or indirectly by or arising directly or indirectly out of the use of any equipment whilst on hire to the Hirer which indemnity shall extend to and include all costs and expenses incurred by the Owner in investigating and / or defending any such claim with all legal fees to be paid on a solicitor and own client basis.

Contracts cancelled less than 48 hours in advance are subject to a 20% total contract fee. Unless otherwise agreed, the Owner does not warrant that the equipment will not be affected by extreme weather conditions or other factors beyond their control. In the event of extreme weather conditions or an unforeseen event, which causes the equipment to move, the Hirer will be charged a fee determined by the Owner to relocate or repair the equipment. The full costs of the original hire period will be charged upon commencement of the hire and will be due and payable as per the account terms in clauses. Prior to installation, it is the responsibility of the Hirer to inform the Owner about the position of any services or obstacles on the site that may hinder the installation process. However, upon delivery, the Hirer acknowledges that the Owner may need to alter the position of the equipment not in accordance with the Hirer's instructions if there are any obstacles e.g. pipes or services not previously disclosed.

It is a condition of the Owner that the Owner's signs shall be placed on every panel for insurance and advertising purposes. If the Hirer wishes to reposition the equipment on the site, they must request this variation in writing providing the Owner with details of the intended location and the Owner shall arrange to attend the premises to move the equipment at an additional cost payable by the Hirer. The Hirer shall at all times keep the equipment in good working order and condition and will not in any way repair or alter the equipment without the prior written consent of the Owner. The Hirer shall be responsible for any loss or damage to the equipment for any reason whatsoever, except damage which is caused by reasonable wear and tear. It is agreed that during the period of hire, the whole or part of the cost or replacement of, or repair to the equipment will be charged to the Hirer at a rate specified by the Owner. Once it has been established by the Owner that there is missing/damaged/stolen equipment, an invoice will be issued for the cost of that equipment or the damage. The Owner will reserve the right to charge on going monthly re-hire amounts for the equipment until such time as the missing/damaged equipment invoice has been

paid in full. Any subsequent recovery of the missing/stolen equipment will not mitigate any prior invoice charged for this missing/ stolen equipment.