

DATE

LEAD REF

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## CONDITIONS

1. Quotations shown are based on the lineal footage computed at time of fence estimate, and including details on reverse side of this contract.
2. Seller is not responsible for breaking, injuring, or in any way damaging any utilities, lines, pipes, or other underground structures unless furnished with a plot plan drawing, showing their exact location prior to start of erection.
3. Owner of property or his agent is responsible for installation location of all fences relating to legal property lines, unless a current surveyors report with established grade stakes and property line stakes are supplied to Seller prior to installation.
4. All obstructions which may interfere with construction of said fence are to be removed and fence line to be cleared, unless specified on reverse side of contract.
5. Any clearing, grading, brushing or jackhammer work is charged for by the hour and is not included in purchase price, unless specified on reverse side of contract.
6. Title to fence shall remain in Seller, together with a lien thereon, until fully paid for. Upon default in payment of the balance due, as per terms stated, entire balance to be immediately due and payable without prior demand and with interest at eighteen (18) percent per annum, from date of default.
7. In the event Seller deems it necessary to employ an attorney of collection agency to collect this account or any part thereof, owner agrees to pay a reasonable attorney's fee or collection fee, and all court costs.
8. Seller shall not be held responsible for any delay or inability to perform hereunder or any liability or damage caused by any accident, strike, boycott, National emergency, National condition, or any other condition or causes beyond the control of Seller.
9. If upon or any time after acceptance of this proposal the financial responsibility of the buyer is unsatisfactory to the seller, either on this agreement or on any account heretofore incurred by the buyer, (the seller hereby being made the exclusive judge of such financial responsibility), the seller reserves the right to require payment in advance, satisfactory security, guarantee that the invoice will be paid promptly when due or seller may, at its option, cancel any unfilled portion of their contract without liability of any kind or nature. Buyer is in any event, however, to be and remain liable for all unpaid balance due on account.
10. Seller assumes no responsibility for any delay to this installation due to unavailability of materials through our local supplier, or any other unforeseen supply problems that are beyond our control.
11. Any lost time as a result of a trip to scheduled job site by fence crew and not being able to start or complete installation due to owner or agent not having complied with numbered facts or situations and/or not having notified Seller of any job change or cancellation of appointment prior to scheduled show up time, shall be charged at the current labor per hour rate and billed accordingly.
12. Any dirt or debris accumulated from installation of said construction, unless specifically specified on reverse side of contract, are not to be considered responsibility of Seller nor is removal of such included in purchase price of this contract.
13. Any sagging, leaning, breakage, or unsightly appearance of this new fence structure by weakening of this new fence installation that is due to one or more of the following; Earth slippage, ground settling, windstorm, expanse of soil, earthquakes or any other causes due to outside force or causes Seller is not to be held responsible for any and all of the aforementioned factors.
14. Seller reserves the right to attach a company sign to completed installation to signify another quality installation.
15. State Contractor's License No.602530

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16. NOTICE: "Under the mechanics" Lien Law (Calif. Code of Civil Procedure Section 1181 et seq.) any contractor, subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies has a right to enforce a claim against your property. This means that, after a court hearing your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

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Contractors are required by law to be licensed and regulated by the Contractors State Licenses Board. Any questions concerning the responsibility of a contractor may be referred to the register of the board, whose address is:

Contractors State License Board, 1020 North Street, Sacramento, California 95814