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www.frederickfence.com P.O. Box 4187 Frederick, Maryland 21705

MHIC # 16416

OWNER(S) NAME: Luan and Trinh Luu DATE: 10/1/2018

JOB ADDRESS: 10800 Pathway Lane

BILLING ADDRESS: same

CITY STATE & ZIP: Monrovia, MD 21770

HOME#:

Cell#: 505-340-1503

18 Mth Warranty

EMAIL: ldinh908@gmail.com

Contact for Scheduling:

Email:

Phone:

**** Frederick Fence is not responsible for damage to under ground sprinklers or dog fences****

No refunds or returns on special order materials(Includes Vinyl, Aluminum, & Steel Fence)

Description of Work to be Performed by Contractor:

Furnish labor and materials to install approx. 288' Linear Feet of 6' Tall Board on Board with Lattice Privacy Fence (5+1). Fence will be constructed using Micro Pro Pressure Treated Southern Yellow Pine. Fence will be built using 1"x6"x5' Williamsburg pickets attached to 2"x4" runners that are Teco Clipped to posts, a 1"x4" Cap Board and approximately 12" of standard 2" Diagonal Lattice.

Ends, Lines and Corner posts will be 4"x4" and Gate Posts will be 6"x6", all posts constructed using Micro Pro Pressure Treated Southern Yellow Pine. All posts will be secured in ground using Dry Pack concrete and all posts will have black flat vinyl post caps.

Install (1) 4' Wide x 6' Tall Solid Board Arch Top Walk Gate. Gate will be hung using black T-Hinges and Latched using a black Thumb Latch.

ADDITIONAL GATE OPTION:

To add a 2nd 4' Wide x 6' Tall Solid Board Arch Top Walk Gate to right side add \$88.00 to total below and CIRCLE YES or NO

**** CONTRACT CONTINGENT ON HOA APPROVAL ****

**** Homeowner responsible for fence location or property pins ** We do not haul away dirt ****

**** Homeowner to meet with crew on morning of first day of installation ****

Remove and haul old fence? N/A How many feet? What type fence?

Home owner responsible for boundary lines and fence location

1) Property Pins: ☐ Property Pins Visible ☐ Salesperson to Find Pins ☐ Customer to get Survey ☒ Homeowner will be Responsible for Fence Location ____ initials

2) Needs HOA approval?..... ☒ YES ☐ NO

APPROXIMATE starting and completion dates:

Work under this contract will start approx. 4 - 6 weeks (subject to circumstances beyond

3) Customer to show foreman location of fence and gates

the control of the contractor (including weather) and will be completed in

4) Permit Needed?..... ☐ YES ☒ NO

approximately 3 - 4 days.

5) Call Miss Utilities?..... ☒ YES ☐ NO

6) Swimming Pool ?..... ☐ YES ☒ NO

7) Digger Accessible?..... ☒ YES ☐ NO

For the above services and/or materials & equipment (also permits where required) the OWNER agrees

the OWNER agrees to pay the CONTRACTOR the sum of:.....\$

\$ 10,229.00

Deposit before work is started (may not exceed 1/3).....(2/3 Payment due on day 1 of install).....\$

(1/3) \$ 3,405.00

Credit Card # _____ Exp. Date _____ CSV # _____

(2/3) \$ 3,405.00

Balance due upon completion - to be paid to foreman:.....C.O.D.

(3/3) \$ 3,419.00

Please charge the balance to my credit card upon completion YES NO (circle one)

The undersigned CONTRACTOR and OWNER agree and accept the terms and conditions set forth in pages 1 through 4 and further agree that this contract contains the final and entire agreement between the parties here to and neither they nor their agents shall be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. This contract is not binding upon FREDERICK FENCE CO., INC. until accepted.

Date: _____ Owner: _____

Luan and Trinh Luu

Salesman's Lic.No. 111670

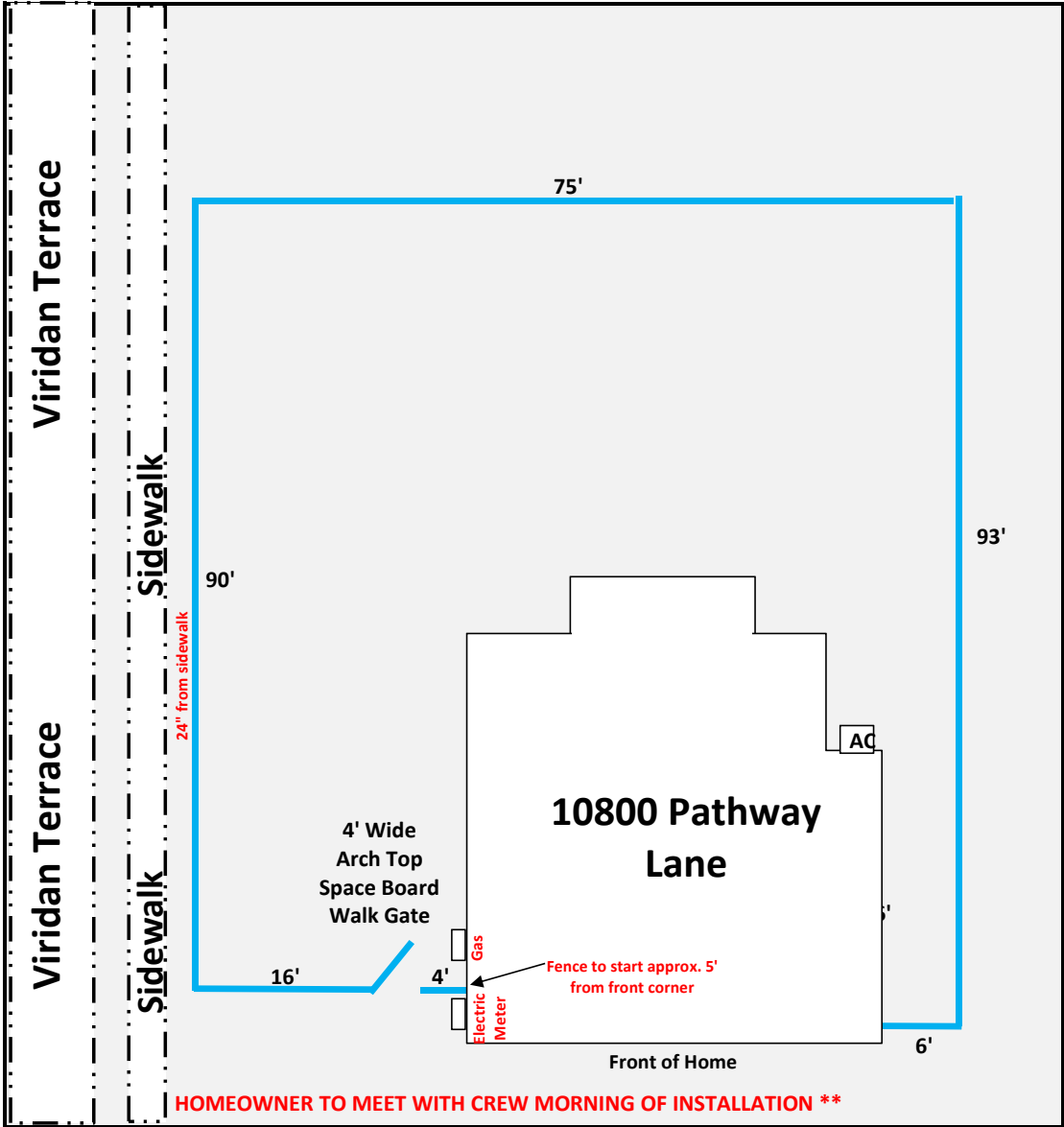
Salesman : Justin Lambert

Date Accepted: _____ By Frederick Fence Co. _____

OWNER(S) NAME: Luan and Trinh Luu



DRAWING: OWNER TO GO OVER LOCATION OF FENCE & GATES WITH FOREMAN



* WE DO NOT HAUL AWAY DIRT *

Article I. PAYMENTS

1.1 All payments as set forth on the front of this "Contract are due at the times indicated in this contract or upon receipt of a bill(s) from the contractor to the OWNER, whatever shall occur first. Any amount remaining unpaid for more than 10 days after demand shall bear interest at the rate of 2% per month (24% per annum).

1.2 Contractor reserves the right to stop work if payments are not made according to the contract draw schedule.

Article II. CHANGES

2.1 Any changes or deviations from the terms of this Contract or from plans and specifications set forth herein, including any additional work requested by the OWNER must be agreed upon in writing by the OWNER and CONTRACTOR before they shall be considered binding. The cost of any changes, deviations, or additions shall also be agreed upon in writing and the CONTRACTOR may demand payment in full before making the changes or deviations or commencing the additional work. All such changes, deviations, or additions must be documented by a Change Order as provided herein.

2.2 Change Orders. For the purposes of this Contract, a Change Order shall mean a request by the Owner for extra or additional work to be completed, which modifies the Project under the Contract, a request for substitution of materials, or a special/custom order for material(s), and any change to the original plans and specifications. No change, modification, addition, or redesign shall be valid unless authorized by the Contractor and Owner in writing in a "Change Order," which shall be incorporated as part of this Contract. All Change Orders need to be agreed upon in writing, including cost, additional time considerations and a description of the location where the work will be completed, and shall be signed by both parties. The balance of the original contract and the Change Order shall be paid upon completion of the Work specified. The estimated completion date of the Work shall be extended by the time necessary to complete any Change Order. Any expense incurred by Contractor in assembling custom items shall be determined by the Contractor. The Contract Price shall be increased or decreased as required by the modifications to the Project as identified in the Change Orders.

2.3 Contractor reserves the right to reject any Change Order request by Owner if the Change Order would materially affect Contractor's operations, or violate local building codes or any other governmental regulations, or require Work already performed to be demolished and reconstructed.

Article III. CONTRACTOR'S LIMITED WARRANTY

3.1 FREDERICK FENCE CO. warrants that all work will be performed in a workmanlike manner and in accordance with standard practices. Owner hereby acknowledges that wooden fencing materials are subject to cracking, splitting, checking, warping, and bowing when exposed to the sun, rain, humidity, and weather; and that the CONTRACTOR makes no warranties against the occurrence of such changes in wooden fencing materials.

3.2 Fences are guaranteed against defect in workmanship for a period of eighteen months (18) from the date of completion.

3.3 This warranty does NOT cover materials warranted by manufacturers; damage caused by fire, floods, strike, war, or civil disturbances; or damage caused by negligence or abuse.

3.4 This warranty covers the OWNER or OWNERS of the real property on which the work is performed.

3.5 The sales personnel of the CONTRACTOR are not authorized to make warranties about the merchandise, equipment, or services described in this Contract. CONTRACTOR'S employees' ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon the OWNER, and are not part of this Contract. The entire contract is embodied in this writing and NO OTHER WARRANTIES are given beyond those set forth in this written Contract. This writing constitutes the final expression of the parties' agreement, and it is a complete and exclusive statement of the terms of that agreement.

Article IV. CONSTRUCTION/WORK

4.1 Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to, strikes, casualty, general unavailability of material, acts of nature, weather, etc.

4.2 There shall be excluded from the computation of any period of time set herein by CONTRACTOR any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, inclement weather, permitting delays, or any other causes which are beyond the reasonable control of such party despite its due diligence.

4.3 The price set forth on the front of this Contract does not contemplate the encountering of swampy conditions. CONTRACTOR is not responsible for damage caused to underground obstructions, such as underground pipes, sprinkler systems, cables, septic tanks, private utilities, electronic containment systems, etc.

4.4 Owner and Contractor further acknowledge and agree that any perceived defects, imperfections, etc., in Contractor's work is not grounds for the Owner to terminate the Contractor until the Contractor has the opportunity to complete the Project, including the Owner's punch list items, and has the opportunity to cure any defects or problems as provided in Section 4.3.

4.5 Owner expressly agrees that they are responsible for the removal and replanting of all vegetation (including but not limited to: trees, shrubs, flowers, and grass) and that Contractor shall not, in any event, be liable for any damages to vegetation in the vicinity of the construction area and all routes of access thereto. Owner specifically recognizes Contractor's necessity of complete access to the job location for all required equipment.

Article V. HOME-IMPROVEMENTS COMMISSION

5.1 PLEASE BE NOTIFIED THAT EACH CONTRACTOR AND SUBCONTRACTOR PERFORMING MARYLAND HOME IMPROVEMENT WORK MUST BE LICENSED BY THE HOME IMPROVEMENT COMMISSION, AND ANYONE MAY ASK THE COMMISSION ABOUT A CONTRACTOR OR SUBCONTRACTOR. THE TELEPHONE NUMBER OF THE HOME IMPROVEMENT COMMISSION IS (410) 230-6309. THE WEBSITE FOR THE MARYLAND HOME IMPROVEMENT COMMISSION IS <http://www.dlir.state.md.us/license/mhic/>.

A. FORMAL MEDIATION OF DISPUTES BETWEEN HOMEOWNERS AND CONTRACTORS IS AVAILABLE THROUGH THE COMMISSION.

B. THE COMMISSION ADMINISTERS THE GUARANTY FUND, WHICH MAY COMPENSATE HOMEOWNERS FOR CERTAIN ACTUAL LOSSES CAUSED BY ACTS OR OMISSIONS OF LICENSED CONTRACTORS

5.2. Contractor identifies its company to be insured and licensed in the state of Maryland. The Maryland Home Improvement Commission #16416.

Article VI. OWNER'S RESPONSIBILITIES

6.1 OWNER assumes full responsibility for location of the line upon which the fence will be installed, together with all questions of ownership and location of property lines. OWNER agrees that the fence lines will be clear of all obstructions and that the line will be accurately marked by him by stakes or otherwise.

6.2 Contractor shall be provided with free access to the work area. Work areas should be devoid of debris, and other matter that may obstruct the job site and/or prevent Contractor from performing the scope of work under the terms of this Contract. Owner shall provide Contractor access to the Property as necessary to complete the work by providing Contractor and/or its subcontractor's access on such dates and times as designated by Contractor.

The Completion Date shall be extended by any delays caused by Owner's failure to provide timely access to the Property.

Article VII. DISPUTE RESOLUTION.

7.1 All disputes between the parties that may arise under this Contract shall be mediated by a mediator mutually agreeable to both parties. Unless otherwise agreed in writing by the parties, mediation fees, costs and expenses shall be divided and paid equally by the parties to the mediation. If either party elects to have an attorney present that party shall pay his or her own attorney's fees.

7.2 The parties agree to request mediation in writing. Thereafter, the party seeking mediation agrees to contact the Frederick County Circuit Court to obtain a list of trained mediators. Within 30 days after requesting mediation, the parties agree to select a mediator from the list and to schedule one two-hour session to mediate the dispute. The parties agree to mediate the matter in good faith, and the parties agree to split the costs for the mediator. If mediation results in a resolution, the parties will execute a written statement of their agreement.

7.3. Should an action be brought against Contractor all damages are limited to the amount actually received by Contractor from Owner. Contractor shall not, under any circumstances, be liable for special or consequential damages, such as but not limited to damage or loss of other property or equipment, loss of profits or revenue, or loss of habitability.

7.4 In the event the Owner breaches any term, condition or obligation created by this Contract, and the Contractor shall have to initiate a lawsuit, action or other proceeding against the Owner, the Contractor shall be entitled to be reimbursed from the Owner for all its reasonable attorneys' fees and court costs.

7.5 The Contract shall be construed and interpreted in accordance with the laws of the State of Maryland.

Article VIII. OTHER COVENANTS

8.2 TERMINATION BY CONTRACTOR: Contractor may terminate the contract if the project is (i) stopped by the Owner or under an order of any court or public authority having jurisdiction, (ii) if the Owner fails to make a payment or otherwise defaults after written notice to Owner and a reasonable opportunity to cure. In such an event Owner shall forfeit any money paid to Contractor. Contractor may also recover from Owner money for all work performed and for any loss sustained regarding any material purchased. In lieu of termination, Contractor may continue the project in which case the completion date shall be extended to account for any delays caused by OWNER'S failure to comply with terms of the contract.

8.4 YOU HAVE THE RIGHT TO CONSULT AN ATTORNEY. YOU THE BUYER HAVE THE RIGHT TO CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE FIFTH BUSINESS DAY OR SEVENTH BUSINESS DAY IF THE BUYER IS AT LEAST 65 YEARS OLD, AFTER THE DATE OF THIS TRANSACTION. SIGN IT BY NOTIFYING THE CONTRACTOR IN WRITING THAT YOU ARE RESCINDING THE CONTRACT.

8.5 The persons signing or otherwise authorizing this agreement: (1) represents and warrants that he/she has the authority to enter into this agreement