

ALL DADE FENCES INC,

TERMS AND CONDITIONS

WITNESSETH: that *ALL DADE FENCES INC.* for the mutual considerations named herein agree to furnish and install a fence, gate, or other agreed upon product and or service subject to the following terms and conditions governing this Agreement for the work done to the property of the OWNER (hereinafter called "PROJECT"):

1. **SCOPE OF WORK:** *ALL DADE FENCES INC.* in exchange for the agreed price shall furnish all materials and perform all work shown on the drawings and/or described in the specifications herein stated as they pertain to the PROJECT so indicated herein. All work shall be accomplished in a work-man like manner and in compliance with all building codes and other applicable laws.
 - 1 a. **PAYMENTS:** Unless specifically provided all payments shall be made to: *ALL DADE FENCES INC.*
 - 1 b. **PERMIT FEES:** Unless specifically provided, instructed and paid for, *ALL DADE FENCES INC.* is not responsible for any permit fees.
 - 1 c. **ENGINEERING SERVICES:** Unless specifically provided, *ALL DADE FENCES INC.* is not responsible for engineer's fees for plans or drawings. Any such fees are the sole responsibility of CUSTOMER. As well it is the sole responsibility of the CUSTOMER to provide *ALL DADE FENCES INC.* an updated copy of the property's survey which shall establish PROPERTY LINE STAKES and GRADE STAKES in order to be able to erect the fence in the property line or easement as defined by either city or county government.
 - 1 d. **CUSTOMER'S RESPONSIBILITY:** CUSTOMER must notify *ALL DADE FENCES INC.* where underground lines and or improvements are located such as SPRINKLERS, SEPTIC TANKS, POOL PIPES, SEWERS, DRAIN FIELDS ETC. if any, otherwise *ALL DADE FENCES INC.* will not be responsible for any unmarked lines that are hit. CUSTOMER is responsible for the removal of all obstruction that may interfere with the construction, erection and installation of the fence such as obstacles, trees, shrubbery, plants, grass, etc. *ALL DADE FENCES INC.* is not responsible for any damage to the above mentioned.
 - 1 e. **PUBLIC UTILITIES:** *ALL DADE FENCES INC.* assumes the responsibility of contacting all public utilities for underground location of their lines.
 - 1 f. **CLEANUP OF AREA:** *ALL DADE FENCES INC.* assumes the responsibility of performing a general cleanup upon completion of PROJECT and notifies CUSTOMER that some debris may be left behind.
2. **CUSTOMER'S AUTHORITY:** CUSTOMER represents that **2.a** THE CUSTOMER is either the owner of the real property where work is being performed or **2.b** THE CUSTOMER is the authorized agent of said owner to sign contracts for improvements on the subject real property.
3. **PAYMENT AND COMPLETION:** The CUSTOMER shall pay *ALL DADE FENCES INC.* for the material and work under the Contract as stated on the reversed side of this form, subject to additions and deductions pursuant to authorized Written Change Orders Only. Payments of the Contract Price shall be paid in the following manner:
 - . **DEPOSIT:** 50% of the total contracted price shall be paid to *ALL DADE FENCES INC.* as a condition precedent to *ALL DADE FENCES INC.* commencing the work.
 - . **PROGRESS PAYMENTS:** If applicable, shall be paid upon the work reaching a designated point of completion.
 - . **FINAL BALANCE:** At the time of Substantial Completion of the work and/or final municipal inspection, if so required. Substantial Completion is the stage in the progress of the Project when the Project or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the CUSTOMER can occupy or utilize the Project for its intended use. Upon completion and/or final municipal inspection, if the latter is required, if the Project is in accordance with the Contract Documents, then the CUSTOMER shall promptly issue final payment to *ALL DADE FENCES INC.* CUSTOMER agrees to pay 5% per month service charge for any amounts past due.
4. **NOTICE TO CUSTOMER:** *ALL DADE FENCES INC.* reserves the right to file An N.T.O. Notice to Owner upon beginning the work. This is not a lien and only reserves the rights of *ALL DADE FENCES INC.* to impose a lien on CUSTOMERS property if it is not paid in accordance with this agreement.
5. **CHANGES IN THE WORK:** Any alteration or deviation from the agreed upon specifications, including but not limited to, any such alteration or deviation involving additional material and/or labor costs, will be valid only upon written change order for same, executed in advance. Such change order must be signed by CUSTOMER in its entirety and *ALL DADE FENCES INC.* and must contain an acknowledgement of additional monetary amounts due and time added to the time of completion.
6. **SUBCONTRACTORS:** *ALL DADE FENCES INC.* may engage subcontractors to perform the work hereunder performed under *ALL DADE FENCES INC.* However, *ALL DADE FENCES INC.* shall be responsible for payment of all subcontractors that engage in the performances of the work and in those instances will remain responsible for the proper completion of this contract.

6 a. POWDER COATING: CUSTOMER is put on notice that *ALL DADE FENCES INC.* has its powder coating performed by FLORIDA POWDER COATING and *ALL DADE FENCES INC.* extend every CUSTOMER the one (1) year warranty offered by FLORIDA POWDER COATING. or the same warranty extended by any other metal powder coating company *ALL DADE FENCES INC.* may employ. Railings shall be washed with soap and water minimum (1) once a month in order to preserve warranty.

7. **INSURANCE:** *ALL DADE FENCES INC.* has procured and shall maintain General Liability Insurance in addition with Automobile Liability Insurance in accordance with the laws of the city and county within the State of Florida in which the work is situated. The CUSTOMER shall be responsible for purchasing and maintaining the CUSTOMER'S usual liability insurance.
8. **SITUS:** Any controversy or claim arising out of or related to this contract or the breach thereof shall be governed by the laws of the State of Florida and shall be effective as of the date when executed by signature. The CUSTOMER agrees that the proper and convenient venue for claims arising from a breach of the terms of this agreement shall be Miami-Dade County, Florida.
9. **DISCLAIMER; FORCE MAJEURE:** *ALL DADE FENCES INC.* shall not be liable for any delay due to circumstances beyond its control. Including, but not limited to, strikes, work stoppages, acts of god, bad weather, war, casualties, general unavailability of materials and governmental acts, which may include but not limited to delays in opening and closing permits, performing final inspections, etc.

9 a. WOOD: *ALL DADE FENCES INC.* hereby notifies CUSTOMER that natural wood has been known to have and most times has natural defects such as loose or tight knots, pitch, wane, crook, bow, checking, cupping, split, machine burn, etc. *ALL DADE FENCES INC.* is not responsible for these defects or defects caused by rain and sun which may and or will, cause natural wood with time to loose its straightness.

10. **WARRANTY:** *ALL DADE FENCES INC.* hereby warrants all materials used and labor. Work is to be performed in a workmanlike-manner, in accordance with standard practice in the industry. Said warranty is limited and shall extend for a time period of one (1) year from the date of completion. *ALL DADE FENCES INC.* shall not honor said warranty if proper maintenance of PROJECT is not followed by CUSTOMER.
11. **MERGER/SEVERABILITY:** This agreement constitutes the entire understanding between the parties and shall supersede any prior or contemporaneous oral or written agreement, if existing, between the parties. *CUSTOMER acknowledges that there exists no other agreement between the parties. Further, if any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.*
12. **TERMINATION BY CONTRACTOR:** If CUSTOMER, fails to make payments provided pursuant to Paragraph 3 of this agreement for a period of thirty (30) days through no fault of *ALL DADE FENCES INC.* Then *ALL DADE FENCES INC.* upon seven (7) days written notice to customer, may terminate the contract and recover from CUSTOMER, payment for all work executed and for any documented losses sustained upon any materials, tools and construction equipment, including loss of profit.
- 12 a. LIQUIDATED DAMAGE CLAUSE:** CUSTOMER shall have three (3) days (including Saturday, Sunday, and holidays) to cancel this contract. If CUSTOMER does not cancel this contract with the three (3) aforementioned days and attempts to cancel the contract subsequent to that time, the following liquidated damage clause shall be applicable: The entire deposit shall be kept as liquidated damages. All unpaid invoices shall bear an interest rate of 18% per year as permitted by law and any unpaid balance shall become due immediately upon request and if CUSTOMER refuses to pay, *ALL DADE FENCES INC.* will turn the same to be collected by an Attorney and, or, by law suit on behalf of *ALL DADE FENCES INC.*
13. **ATTORNEY'S FEES:** In the event that a dispute arises relating to interpretation or enforcement of this provision of this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs from the other party.
14. **ADVERTISEMENT:** CUSTOMER gives *ALL DADE FENCES INC.* authorization without compensation to CUSTOMER to use photos of CUSTOMERS PROJECT for advertisement purposes.

THIS AGREEMENT is between ALL DADE FENCES INC. whose address is 2720 West 78th Street, Hialeah, FL 33016 and the CUSTOMER whose address and the date of this agreement are first written on the reverse side.

CUSTOMER SIGNATURE

ESTIMATE #

DATE