



4/12/2022

MHIC # 45780

1544 Whitehall Rd. Annapolis, MD 21409

(410) 757-5511 • Fax (410) 757-1094

This is a contract, by and between Fence Connection, Inc. (Seller) and

Buyer: Mikal Matton

Address: 2795 Autumn Chase Run

City: Annapolis

State: Maryland

Zip: 21401

Home #: 504-250-5087

Mobile #: 504-250-5087

Email: mmattonlpc@gmail.com

The work performed hereunder by Seller shall be done in accordance with the following indicated specifications:

Approx Start Date: 4-6 Weeks

Amount Financed: \$0

Finance Terms:

List Price: \$20,040

Discounted: \$4,009

Total Contract Price: \$16,031

Down Payment: \$5,344

Due Upon Completion: \$10,687

Notes:

- Start Date contingent on permit, weather conditions and **materials availability**.
- Maximum deposit allowable by Maryland is 33% of contract price.
- Buyer shall be responsible for HOA regulations and approval.
- Approximate Date of Start is computed from date of deposit or date of final credit approval.
- Pricing is valid for 30 days from date of proposal.

BUYER ACKNOWLEDGES that before Buyer signed this contract, Seller submitted the contract to the Buyer with all blank spaces filled in, that Buyer had a reasonable opportunity to examine it, and that thereafter legible, executed and completed copy thereof was delivered to Buyer. Buyer has read and understands this contract and agrees to the terms and conditions as set forth herein. The Buyer hereby acknowledges receipt of a true and complete copy of this contract.

FDC Representative: Joel Lewis

Date: 4/12/2022

Buyer Signature (1): _____

Date: _____

Buyer Signature (2): _____

Date: _____

Serves as signature if typed. Make all checks payable to "Fence Connection, Inc."

"Notice Of Cancellation"

To cancel this transaction, mail or deliver a signed and dated copy of cancellation notice or any other written notice, or send a telegram, to Fence & Deck Connection (seller), at 1544 Whitehall Road, Annapolis, MD 21409 (Address of Seller's place of business) no later than midnight of _____ (date).

I hereby cancel this transaction:

Buyer Signature (1): _____ Date: _____

Buyer Signature (2): _____ Date: _____



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Wood Fence Specifications

Length: 281.0 LF	Picket Design: Flat Top
Height: 72"	Post Top Design: Black Cap
Material: Pressure Treated	Panel Design: Straight
Style: Board & Batten	Topper: Cap Board
Gate: Standard Gate w/ Cedar 'A' Frame	Haul Old Fence: No
Top Orientation: Follows Ground	Remove Old Fence: No
Footing: Dry Pack 10"x30-36"	Gate Post Size: 6"x6"
Post Size: 4"x4"	Picket Size: 1"x4"
Runner Size: 2"x4"	

Notes

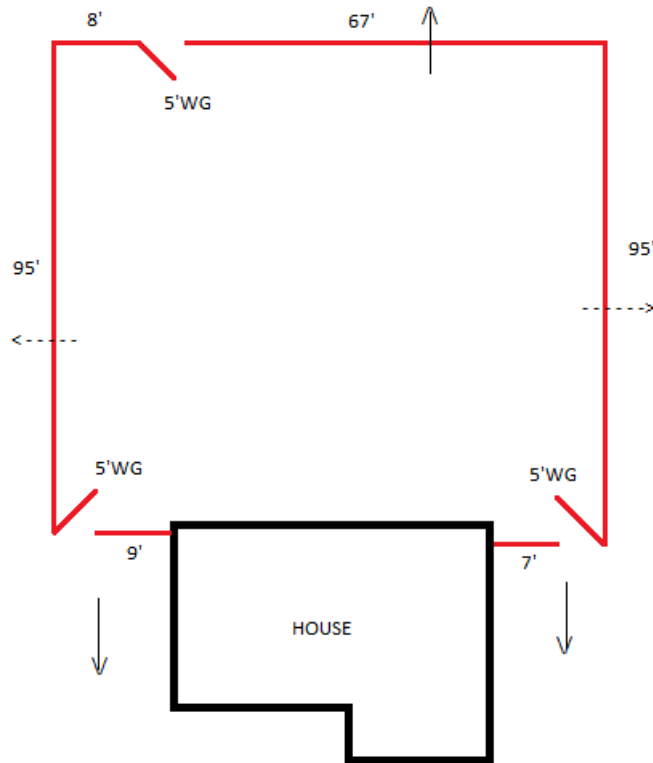
- Appx. 281' of 6' high pressure treated board and batten fencing with cap boards and black post caps
- (3) 5' WG solid arched with standard hardware
- Clearing of appx. 220'
- Per customer HOA approval is needed
- Contract is pending HOA approval
- Customer is responsible for fence placement and any clearing for the fence layout

Qty	Product
281	6' Pressure Treated Board & Batten Fence
3	Pressure Treated Walk Gate
3	Wood Post
220	Clearing
1	Fence Lifetime Structural Warranty



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SKETCH





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The Reality of Pressure Treated Lumber

Pressure treated lumber is an outstanding cost effective product with a natural rustic look and cost effective pricing, although it is important to recognize its natural tendencies. While treated lumber offers a lifetime warranty against rot, decay, and termites, it excludes the natural weather and drying process of the material which, to some, may be unsightly and difficult to avoid.

The following are all weathering characteristics of pressure treated lumber: Swelling, Shrinking, Mildew Growth, Graying, Warping, Twisting, Splitting and and Checking.

One of the most common and frustrating tendencies of treated lumber is open checks or cracking in the material. The industry term for this is checking and is a natural tendency of the material and has nothing to do with the quality of the material or installation.

The U.S. Department of Agriculture Forest Products Laboratory at Madison, Wisconsin performed an extensive study on this subject and quoted the following U.S.D.A. Bulletin #1187: Round items are considerably more difficult to season than sawed items. The difficulty arises because the round item contains the heartwood or center of the tree, frequently of large proportion to the whole, and the outer sapwood layer. The enclosure of the heartwood, within the piece, prevents the satisfaction of the inherent differences between tangential and radial shrinkage by distortion of cross section. As a consequence, stresses set up in different directions during drying. Thus, the item has a natural tendency to develop a V-shaped check toward the center.

In plain language, the exterior surface of the material is drying at a greater rate than the inner heart of the material and something has to give. The result is the term checking, which is technically neither a split nor a crack and has no appreciable effect on the strength or structural integrity of the material. What's the most frustrating about this issue is that while regular sealing and maintenance will reduce it, there is no way to eliminate it completely. It is not unusual for checks to open within days or even hours of installation.

I have been informed of the characteristics of pressure treated wood and understand that the natural tendencies, such as checking, swelling, shrinking, mildew growth, graying, warping, twisting and splitting, is a normal process and has nothing to do with the quality of material or installation.

FDC Representative: Joel Lewis

Date: 4/12/2022

Buyer Signature (1):

Date:

Buyer Signature (2):

Date:



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I, Mikal Matton, HAVE BEEN PROVIDED ORAL NOTICE THAT I HAVE THE RIGHT TO CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN 5 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION, AS SPECIFIED ON THE "NOTICE OF CANCELLATION", OR, IF AT LEAST ONE BUYER IS AT LEAST 65 YEARS OLD AND HAS INDICATED THIS USING CHECKBOX BELOW, WITHIN 7 BUSINESS DAYS FROM THE DATE OF THE TRANSACTION, AS SPECIFIED ON THE "NOTICE OF CANCELLATION".

Buyer Signature (1):
Date:

Buyer Signature (2):
Date:

Check this box if one or both buyers are at least 65 years of age:

PAYMENT

Buyer agrees to pay Fence & Deck Connection in strict accordance to draw schedule.

DISPUTE

The contract shall be governed by the laws of the State of Maryland and all actions provided hereunder shall be brought, if jurisdiction is obtainable, in the State of Maryland. In the event of minor defects in work performed by Seller hereunder, Buyer may withhold no more than 10% of the unpaid contract price until such time as Seller shall correct the minor defect(s).

ALTERATIONS

Any alteration or deviations from the work described in this agreement shall be in writing and agreed to by both Seller and Buyer, and paid prior to commencement.

EXISTING SITE CONDITIONS

Contract excludes additional costs incurred due to existing site conditions hidden or unforeseen, including but not limited to rot or decay behind house wall, building, electrical, or plumbing code violations, additional footing requirements due to poor soil conditions.

SURVEY AND ZONING

Buyer agrees to indemnify and hold harmless Fence & Deck Connection, Inc. from any resulting claims if Buyer foregoes a property survey. Buyer shall be responsible for compliance with local zoning and community regulations.

UTILITIES

Fence & Deck Connection, Inc. shall not be responsible or liable to the Buyer or to any person not party to this contract for damages to any private utility or underground line not marked by Miss Utility. Fence & Deck Connection, Inc. will not dig within 18" of utility markings without authorization from Buyer. In the event Buyer authorizes digging within marked areas, Buyer will take full responsibility for damaged lines.

LICENSING

All Maryland home improvement contractors must be licensed by the Maryland Home Improvement Commission. Inquiries about a contractor should be directed to the Home Improvement Commission, telephone number (410) 230-6309.

GENERAL

Wood is an organic and natural material and is subject to shrinking and checking. Fence & Deck Connection, Inc. shall not be responsible for the natural shrinking and checking in any wood products or materials used in the performance of this contract.

All materials remain the property of Fence & Deck Connection, Inc. until all moneys due and owing under this contract are fully paid. In the event of non-payment by the Buyer, Seller has the right to enter onto Buyer's property and to remove all materials installed under this Agreement. This right shall be in addition to any and all other remedies available to Seller under the law for non-payment of moneys due under this contract.

Fence & Deck Connection will limit job site advertising to one lawn sign 24"x30" and/or two fence signs 5"x10". Fence and Deck Connection may use photography of the project in any capacity.

SERVICE CHARGES AND ATTORNEY FEES

The Buyer shall be charged and agrees to pay a service charge of one and one half percent (1.5%) per month, eighteen percent (18%) APR per year on all overdue amounts and to pay reasonable attorney's fees, court costs and/or collection fees required to collect moneys due to the Seller as a result of Buyers failure to pay in accordance with the terms of this contract. The Buyer shall be charged and agrees to pay a service charge of \$35.00 per check that is returned by the bank as unpaid. Cancellation of this contract beyond the five day rescission may result in forfeiture of your deposit.



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Installation Overview Agreement

As our valued customer, we want to be sure You have complete information about the Installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the General Terms and Conditions of the Agreement for other important information concerning your Installation. **Please enter your initials in the spaces provided before each of the following statements, acknowledging that you have read and understood the corresponding statement.**

_____ (1) The Installation Professional will call the major utilities to mark electrical, water, and cable locations if the utilities provide service in your city.

_____ (2) There are some underground items that only the homeowner can identify. The utility companies do not mark these, and the Installation Professional is not responsible for damage to unmarked items. Prior to the Installation, it is important that You use a bright colored spray paint to mark the ground for locations of:

- Underground sprinkler lines.
- Underground water lines that feed a swimming pool or other structure.
- Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc.
- French drains or related items.
- Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
- Invisible fencing.

_____ (3) The Installation Professional and crew will need access to an electrical plug-in, and an outside water faucet. During the Installation, You will hear nail guns, hammers, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before the installation begins. Please be sure to inform Your neighbors of the Installation schedule so that they are aware of the noise and, if a common fence is being replaced, they can secure their pets as well.

_____ (4) If Your home is part of a Homeowner's Association (HOA), You will need to obtain approvals from the HOA before Installation of Your fence can be scheduled. Is your home part of a Homeowner's Association (HOA)?

_____ (5) You are responsible for the location of the fence. If You cannot find the property line markers, it is recommended that You have a survey done to ensure Your new fence does not encroach onto Your neighbor's property, and is in compliance with local building codes for setback requirements. Your Installation Professional is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before the Installation.

FDC Representative: Joel Lewis

Date: 4/12/2022

Buyer Signature (1):

Date:

Buyer Signature (2):

Date: