



www.fencemasterhouston.com



11007 West Hardy Houston, Texas 77076 (713) 692-2781 Fax (713) 692-4964

Name: _____ Date: _____

Address: _____

Zip: _____

Cell: _____ Other: _____

Email: _____

FENCE

☐ WD ☐ O/I ☐ AL ☐ C/L

Footage _____ Ht _____

Style _____

☐ WD ☐ O/I ☐ AL ☐ C/L

Footage _____ Ht _____

Style _____

GATES

☐ WOOD ☐ CHAIN LINK

Walk _____ Double _____

Hinges _____ Latch _____

Spring _____ Other _____

☐ ORNAMENTAL IRON ☐ ALUMINIUM

Size _____

Arched _____

Hinges _____ Latch _____

Spring _____ Lock _____

Spear Pts. _____ Circles _____

DETAIL

☐ WOOD

Picket _____

Line Posts _____

Depth _____

Cap & Trim _____

Baseboard _____

☐ CHAIN LINK

Fabric _____

Line Post _____

Term Post _____

Top Rail _____

Barb Wire _____

☐ ORNAMENTAL IRON ☐ ALUMINIUM

Picket _____ Spaced _____

Style _____

Rails _____ No. _____

Post Size _____

Caps _____ Spear Pts _____

Circles _____ Color _____

MISCELLANEOUS

Tear & Haul _____

Breakthroughs _____

Dig Out _____

Tie-Ons _____

Flanges _____

Core Drill _____

Clearing _____

Pool _____

Dogs _____

Staked _____

Electric _____ Solar _____

Operator _____

Grade Change _____ Match Existing _____

Remotes _____ Qty _____

Grade Changes _____ Match Existing _____

PLEASE REVIEW PICKET DIRECTION AND GATE SWING | PICKET DIRECTION OK _____ | GATE SWING OK _____

SPECIAL INSTRUCTIONS:

YOU, THE BUYER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. If you want to cancel, Fencemaster will only be subject to such terms and conditions as Fencemaster agrees in writing. Special conditions apply with custom fabrication. Fencemaster may agree to allow you to cancel your contract if you pay a minimum of twenty percent (20%) of the full price of the work. If no agreement is reached regarding a proposed cancellation, then you will be liable to Fencemaster for the full contract price and obligated to allow Fencemaster to perform the work. Fencemaster may at its option, at any time, for cause or without cause, terminate this contract in whole or in part by giving three (3) days prior written notice, in which instance neither party shall have any liability to the other. Notices mailed by Fencemaster shall be deemed received by the customer as of the third day after the date of mailing. **A form can be provided to you at your request, in the event you would like to cancel.**

SALES REP: _____ TOTAL AMOUNT: _____

CUSTOMER SIGNATURE: _____ DATE _____ DOWN AMOUNT: _____

☐ Specifications and Quantities Approved ☐ Agree to All Terms and Conditions Stated On Back of This Contract BALANCE DUE: _____

Utility, Sprinkler, & Other Underground Lines (“service line”): Fencemaster will call 811, Texas One Call, to locate any underground utility lines, including gas, phone lines, and cable. Please allow 48 hours for this process. It is the customers’ responsibility to notify a Fencemaster representative of any other lines to avoid damage, i.e. sprinkler lines.

In the event that we unintentionally damage a service line, we will notify you of the damage if we are aware of it. Fencemaster is not responsible for any damage to a service line caused by either the acts/negligence of Fencemaster or the acts/negligence of any third parties.

Should a service line become damaged during the course of work, we can attempt, to the best of our ability, to repair the service line, at no cost to you. Should you elect to have Fencemaster perform the repair to the service line, Fencemaster assumes no responsibility for the repair including but not limited to the adequacy of any repairs and/or any damage caused by the repairs. We can quote you the cost to repair the damage by a professional that we use in instances beyond our expertise. You have the option to personally fix, or hire a professional to fix the damage, at your expense. Our ultimate goal is to provide a great customer experience, so please do not hesitate to ask your sales representative if you have any concerns or questions.

Landscaping, Personal Items, & Pets: Fencemaster asks that you move or trim any valuable greenery, lighting, or outdoor items that are currently within three (3) feet of your fence. When installing a fence, any items next to the fence could potentially be damaged. It is the customer’s responsibility to remove any personal items you may have attached to your fence prior to installation. Please plan to keep any animals inside during our installation, and notify all neighbors that will be affected by the fence installation to do the same.

Property Line: Fencemaster crews will remove existing fencing and will build your new fence in the same location as your existing fence, unless you instruct otherwise. If Fencemaster is building a fence where there is not an existing fence, it is customer’s responsibility to stake out the location of the new fence prior to installation. It is the customers’ responsibility to ensure that the existing fence and/or the location staked out by the customer for the new fence, comports with the boundaries of the customers’ property. Customers are encouraged to obtain a professional survey to ensure the existing fence and/or staked location comports with the boundaries of the customers’ property.

Jobsite Start Dates & Installation: It is not necessary for the customer to be at the jobsite during installation. If your fence project is complex, please plan to be home when we start your project so that we can review all the details with you. We do our best to give our customers accurate start dates, but we cannot guarantee dates or times due to weather conditions and unforeseen delays. During installation, it is common practice to use customer’s electricity and water, please let your representative know if you would prefer installers to use other means.

Guarantee & Warranty: Fencemaster warrants its workmanship and materials for one (1) year after installation. All finishes, i.e. paint or powder coating, on products for a period of one (1) year after application. Access control devices and/or gate motors for a period of ninety (90) days after installation. Aluminum fencing and gates for period of ten (10) years on structure after installation. Additional manufacturer warranties may apply on certain products, but such warranties are not honored by Fencemaster. The warranty herein only covers those defects that arise as a result of normal use and does not cover any other problems, including but not limited to those that arise as a result of: (1) improper maintenance or modification; (2) abuse; (3) acts of God; and (4) misuse of the items installed.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY.

Please ask your sales representative about our extended warranty options available through the first year of purchase. Additional coverage may be applied at the rate of 5% of total cost per additional year; only available at contract signing.

General Limitation of Liability: Any liability of Fencemaster to you and any third party (the “Person”) will be limited by provisions of this Section. In no event shall said persons be entitled to recover any consequential, contingent, special, indirect, or incidental damages, including but not limited to: loss for any personal injury or death or for any property loss, whether or not said damages are caused, in whole or in part, by any fault of Fencemaster, or any breach by Fencemaster of any of the terms and conditions of this proposal/contract or warranty of any kind, implied or otherwise created.

Payment: Upon completion of your fence project, final payment is due. We prefer that you provide payment to the foreman. However, we realize that you may not be home when the job is completed. If you are not home at the time of completion, please just call the office and we can make arrangements for payment. If you fail to pay Fencemaster any amounts due under this contract within the specified date stated on any invoice from Fencemaster, the undersigned agrees to pay all costs of collection plus reasonable attorney’s fees if the same be placed in the hands of an attorney for collection. Fencemaster has right to repossess materials and items installed if full payment is not received and has right to lien property. You further understand and agree that all invoices not paid when due will bear simple interest at the rate of fifteen percent (15%) per year until paid.

Entire Agreement: This contract and other documents delivered to you before or at the time you signed this contract, contains the parties’ entire agreement and understanding between you and Fencemaster with respect to the work to be performed. You may not modify this contract in any way without the express written consent of Fencemaster. Change Orders: Any and all changes to contract must be approved by both parties with agreed cost. All modifications must be in writing and signed by an authorized Fencemaster representative and customer.

Legal Construction: If any provision of this contract shall be held invalid, illegal or unenforceable, such invalidity, illegality of unenforceability shall not affect any other provisions hereof, and this contract shall be construed as if the offending provision had never been contained herein.

This contract shall be governed by the laws of the State of Texas, without regard to its conflicts of law provisions.