



The Fence Authority
100 Colonial Way
West Chester, PA 19382
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www.fenceauthority.com
HIC Reg # PA002829

The Fence Authority
111 Domorah Drive
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18936
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The Fence Authority
61 Artisan Drive
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www.fenceauthority.com
DE Lic # 2010606860

THE FENCE AUTHORITY (TFA) TERMS & CONDITIONS

To accept this proposal, please remit a 1/2 deposit and a signed version making this proposal a contract. This contract may be voided upon typographical errors, and may be withdrawn by the TFA after acceptance by your sales representative. All pricing and contract terms are valid for 30 days.

The Purchaser is responsible for obtaining all municipal permits; confirm ordinance compliance, and Homeowners Association approvals. Should the Purchaser decide to use the TFA Permit Service the Purchaser agrees to pay the quoted permit service fee plus any and all municipal permit costs, HOA fees or any fees associated with securing the permit. The permit service fee is not contingent upon township approval. TFA cannot guarantee your permit will be approved. The permit service does not include involvement with variance hearings.

Additional materials or labor used above estimated figure will be added to the total job cost. When applicable, a price reduction will be credited for unutilized materials only. Custom materials are non refundable. All partial sections will be calculated as full sections.

There will be a \$150 delivery charge for additional materials needed to complete the fence installation resulting from changes by the Purchaser on the day of installation. To avoid this charge, all changes must be made prior to day of installation.

Third party financing voids any and all discounts. Financed jobs are not discountable.

All financed projects require a 1/2 deposit. The purchaser may choose to finance the full amount of the contract and when agreed in advance the deposit will be refunded by TFA once the funds are received by TFA or its affiliates from the lender in full.

If there are insufficient funds in the approved third party lender account for any overages or change orders, customer must provide payment in full at time of completion and in some cases an additional deposit may be required.

The fence will be installed to the contour of the existing ground unless agreed otherwise.

Should the Purchaser make any changes in the layout of Ornamental Aluminum, PVC (Vinyl) or Custom Wood Fence resulting in reduced footage and extra materials, these materials are non returnable and must be paid for as agreed.

There will be absolutely no deposit refund for material that has been expressly produced for a specific order. Ornamental Aluminum, PVC (Vinyl) or Custom Wood Fence deposits will only be returned if ordered materials have not been manufactured and/or shipped to TFA.

TFA will have the public utilities marked, however, the Purchaser is responsible for marking private lines such as, but not limited to, pool, sprinkler, drain, propane, and private electric lines. TFA is not responsible for UNMARKED or incorrectly marked private lines. If said lines are damaged, purchaser shall absorb all costs.

If the purchaser requests or it is required that the fence be attached to any structures such as the home, garage or any buildings or walls, etc. TFA shall be held harmless for any damage resulting from such attachment.

The Purchaser will provide a clear path to the jobsite wide enough to accommodate all materials and equipment. TFA is not responsible to keep this pathway free of dirt and residue from materials.

CUSTOMER Initial _____
Initial _____

TFA is not responsible for damage or soiling of driveways, walls, walkways, gardens, shrubbery, sod, grading, etc. gaining access or performing work in the same proximity. Purchaser shall absorb all costs.

The Purchaser agrees to clear the fence line of all obstructions such as brush, firewood, personal yard items etc. In the event this is not completed before the crew arrives, additional clearing charges may apply. The Purchaser assumes responsibility for any damage to items along the fence line.

If it becomes apparent that due to underlying rock or foundations that TFA are unable to dig using gas powered augers and have to hand dig or jackhammer post holes, TFA will alert the Purchaser, and additional charges will be presented before work continues. The minimum charge is \$75/hole and if the difficulty causes a return trip to the site, the charge will be no less than \$750/day plus any necessary equipment costs.

If the Purchaser delays completion of an installation in progress or prevents a mobilized crew from commencing work, the following will be charged: Lost time or idle workman will be billed at \$300/hr. Additional trips to the site will cost Purchaser \$750/day.

The Purchaser represents and warrants that he has legal right to permit erection and/or installation of the products or items specified hereunder and has such authority from the legal and equitable owner of the premises involved. In the event this representation is not true or accurate, Purchaser shall absorb all losses, fees and costs occasioned thereby.

The Purchaser agrees to meet the crew the day of installation to indicate actual fence placement. In the event the crew is deterred, cancelled or rescheduled, the Purchaser cannot claim against TFA any fees, lost wages, or costs related to this issue.

Failure by TFA to meet estimated delivery/installation dates is not grounds for cancellation without liquidation charges, and TFA are not liable for loss or damage due to such an occurrence.

While TFA will assist in determining the placement of the fence, it is the Purchaser's responsibility to confirm the fence is installed within the property lines. A survey of the property where the property boundaries are clearly marked with stakes or pins is highly recommended.

If Purchaser cancels contract after 72 hours from execution, a fee of 10% of the purchase price with a \$150 minimum, plus cost of any materials furnished or produced and work done to the point of cancellation will be due.

Storage fees may occur if the Purchaser delays project completion. Delays exceeding 120 days entitle TFA to cancel the contract, resulting in further fees.

Balance is due upon completion. If full payment of balance is not received within 72 hours of completion there will be a late penalty of 10% of the total contracted price. An additional finance charge of 1.5%/month shall be applied to all delinquent accounts. All material remains the property of TFA until all invoices are paid in full. The Purchaser also agrees to any penalties, interest, legal fees, or collection costs incurred pertaining to this debt. If there is an unpaid balance, at its discretion, TFA may temporarily void all warranties until resolved.

Material discounts are honored on installed jobs only. Sales tax will be added and discounts will be removed for material only orders

A \$100 service charge plus any and all bank fees will be assessed on all returned checks.

Insurance coverage limits: General liability \$1,000,000

You the buyer may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation form on the next page for an explanation of this right.

CUSTOMER Initial _____
Initial _____

NOTICE OF CANCELLATION

Date of transaction: ____/____/____

You may cancel this transaction without any penalty or obligation, within 3 business days of the above date.

If you cancel, any property traded in, any payments made by you under the contract of sale, and any negotiable instrument executed by you will be returned within 10 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may, if you wish, comply with the instructions for the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for the performance of all obligations under the contract.

To cancel this transaction, mail, fax or deliver a signed and dated copy of this cancellation or any other written notice, or send a telegram to The Fence Authority at 100 Colonial Way West Chester, PA 19382.

I hereby cancel this transaction.

SIGN DATE

CUSTOMER Initial _____
Initial _____