

It is agreed by and between Bluff City Fence (BCF) and the Customer that the following provisions are made as part of this contract:

- BCF is to provide Auto, General Liability & Workman's Comp Insurance. Proof of insurance is available upon request. BCF warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Worker's Compensation as required by law. Certificates of coverage are available upon request.
- BCF is not responsible for the location of property lines or underground obstructions not located by TN One Call. Customer agrees to indemnify BCF for and damage to or caused by underground obstructions not located by TN One Call. BCF shall not be held responsible for damage to unmarked buried utilities during fence removal or fence installation on your property. BCF is not responsible for damages to underground sprinklers, drain lines, invisible fences, or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed. Customer expressly agrees to indemnify BCF for any damage to underground sprinklers, drain lines, invisible fences or underground cables not accurately mapped by the Customer. Customer expressly agrees to indemnify BCF for any damage caused by unmarked buried utilities during fence removal or fence installation, including all costs and attorney's fees related to any claims for damage to unburied utilities. Customer expressly agrees to defend and hold harmless BCF for any claims arising from dispute over property lines.
- Any changes in original contract or changes in price shall be in written agreement between Customer and BCF.
- Unless otherwise noted in this proposal, the Customer agrees to pay the full contract price upon completion of work. Failure to remit payment upon completion will result in a 5% late fee. If this contract is not paid for as agreed, it will be subject to repossession and Customer will pay all cost incurred. In the event any part of the debt evidenced herein is required to be collected by or through an attorney at law, in addition to the authorized expenditures indicated herein the Customer shall pay reasonable attorney's fees, cost of collection and other litigation expenses. Reasonable attorney's fees are defined as 35% of the unpaid balance. Outstanding balances will be charged a 1.5% interest monthly. We offer payment options including ACH, check, and credit/debit cards. Processing fees for cards will be applied at time of payment. Returned Check Fee: There will be a \$35.00 fee assessed for all checks returned to our office for non-sufficient funds.
- BCF agrees to do its best to meet any agreed upon performance dates but shall not be liable in damages or otherwise for delays due to weather conditions, labor, equipment, or any other causes beyond its control.
- BCF will be responsible for obtaining all permits.
- BCF does not warranty on bowing, warping, twisting, shrinking, or splitting on natural wood products. Bluff City Fence has a 1-year warranty on workmanship. All materials are covered by the manufacturers' warranty.
- If Customer cancels job after contract has been signed, a schedule date has been set, and proof that materials have been purchased, Customer is responsible for cost of materials.
- If applicable, Customer warrants and represents that all work to be completed by BCF complies with and by-laws and/or covenants governing the property or that approval from the appropriate governing body has been obtained for any variances to said by-laws or covenants. Customer hereby holds BCF harmless and shall indemnify BCF for any damages resulting from any action by the governing Homeowners Association against Contractor.
- Pressure Washing, Staining, and Sealing: Imperfections in material could still be seen in material after proper staining and sealing has been accomplished. Staining will accent the natural character of the wood, highlighting the grains within the wood. BCF will take precautions to protect all vegetation, pools, concrete, homes, vehicles, and etc. from overspray. A small amount of stain should be expected on the grass around the perimeter of the fence. Customer is responsible for securing any necessary approvals and to notify neighbors of the stain application date. If stain is being applied to customer's side of the fence only, it is the customer's responsibility to inform neighbors of the likelihood of some bleed thru to the neighbors' side of the fence. BCF shall not be held responsible for any bleed thru to the neighbors' side of fence. Customer is responsible that all vehicles are parked as far away from fence as possible. Customer is responsible for making the fence accessible, clear of objects and debris within 2 feet of the fence. Customer is responsible that sprinklers are turned off for at least two days prior to stain application and at least one day after stain application. BCF honors the Wood Defender manufacturer's warranty. Manufactures warranty coverage of three years on semi-transparent and two years warranty on transparent. BCF and the manufacturer warranty will not warranty sprinkler marks, vandalism, or any other unforeseen act of nature. Sprinkler heads that are not adjusted will cause the life of the stain and seal to be lessened. Workmanship from BCF is covered by a one-year warranty.

- Access Control and Gate Operators: All equipment is covered under manufactures warranty. Craftsmanship is covered by warranty for (1) year from date of installation. Warranty repairs will concur during normal business hours. This warranty extends only to the original purchaser and does not cover the repair or replacement of parts that are by nature expendable. This warranty is null and void if the customer attaches any feature or device to any product without prior written approval in advance from BCF. This warranty does not cover acts of nature (i.e. lightning, earthquakes, flooding, power surge, etc.), vandalism, human error, acts of war or unintended use of these products. There are no other warranties, expressed or implied. In no event shall Bluff City Fence Company be liable for any loss of profit, or any indirect or consequential damages arising out of any such defect in material or workmanship.