

NON-TRANSFERABLE LIFETIME WARRANTY AGREEMENT

All labor and workmanship are backed by a lifetime guarantee. Fence Company is committed to completing every installation efficiently, using quality materials and skilled installation crews. If any concerns arise after your project is completed, please contact Fence Company by phone, email, or in writing so we can review the issue together.

Please note that damage resulting from excessive heat, extreme cold, severe weather, natural events, negligence, or intentional harm is not covered under this warranty. Wood materials may carry their own manufacturer warranty for issues such as rot, insect activity, or structural deterioration. Because wood is a natural product, characteristics like warping, cracking, splitting, and checking will naturally occur over time and are not covered under this warranty. Additional natural wood movements—such as bowing, twisting, swelling, shrinking, settling, or sagging—are also excluded. Fence Company holds no further responsibility for conditions that fall outside the warrantable items listed above.

Certain components, including gate hardware, chain-link accessories, vinyl coatings, and powder-coated materials, may be protected by limited warranties offered directly by their respective manufacturers. Gate alignment adjustments are included in this lifetime warranty when the property is within our standard service area. However, single gates wider than 5 feet or double gates wider than 10 feet are excluded from this portion of the warranty. Any structural modifications—such as cutting, altering, or replacing materials—are not covered under gate alignment coverage. Removal of the company identification sign or failure to pay in full will void this warranty. All materials remain the property of Fence Company until the balance is fully satisfied.

Agreement to Terms

By signing the proposal or submitting a deposit, the homeowner/purchaser acknowledges that they have read, understand, and agree to all terms and conditions outlined below.

PRIVATE LINES & UNDERGROUND UTILITIES

Fence Company is not responsible for damage to any private or unmarked underground lines that are not identified through state utility locating services. Even if the customer marks these lines themselves, Fence Company cannot accept liability for any resulting damage. Private lines may include, but are not limited to: irrigation systems, septic lines, water lines, landscape lighting, drainage pipes, or similar utilities.

FENCE LAYOUT & PROPERTY LINES

Fences are installed based on the measurements and layout provided in the signed agreement. However, layout adjustments may occur on-site if recommended by the installation team or requested by the customer on the day of installation. Fence Company is not responsible for verifying property boundaries and will install the fence according to the diagram, work order, or customer instructions provided.

If you are unsure of your property line locations, Fence Company highly recommends hiring a licensed land surveyor to locate your boundary pins prior to installation.

HOA REQUIREMENTS & PERMITS

It is the homeowner's responsibility to obtain all required HOA approvals and city permits. Many HOAs will only communicate directly with the homeowner rather than with the contractor. If fencing is installed before approvals or permits are obtained, the homeowner assumes full responsibility for any compliance issues or required modifications.

If fencing requested by the customer does not meet HOA requirements, the homeowner will be responsible for any corrections, adjustments, or penalties.

SITE CONDITIONS & FENCE CLEARANCE

Fence Company reserves the right to adjust pricing or installation methods if unusual ground conditions impact the installation process. Such conditions may include soft or unstable soil, hidden debris, rock, tree roots, buried concrete, or old foundations.

Fence Company will provide and install materials in a timely manner. If additional materials are required beyond the original estimate, they will be billed or credited at current rates. The customer is responsible for clearing the fence line unless otherwise stated in writing.

While installers strive to avoid damaging landscaping, plants, or trees, Fence Company cannot be held responsible for such damage. Please ensure the fence line and surrounding area are free of obstacles such as bushes, vines, branches, concrete, or personal property. Installers require approximately 2–3 feet of working space along the fence line.

MATERIAL STANDARDS

All materials supplied will meet construction-grade standards current at the time of installation. If a specified brand becomes unavailable or is delayed, Fence Company may select an equivalent substitute of similar quality. Unless noted otherwise, all wood provided is pressure-treated pine.

BALANCE DUE ON INSTALLATION DAY

Most projects are completed in a single day. Payment in full is due on the installation date and will be charged to the same payment method used for the deposit. Payment is due even if the project is considered substantially complete, meaning the homeowner can reasonably use their yard while minor items or small sections still require finishing.

The purchaser may only withhold payment for the prorated portion of work not completed.

NO REFUNDS & SCHEDULING POLICY

Fence Company is not responsible for delays due to weather, supply issues, strikes, or other events outside of our control. All deposits are non-refundable, and we do not accept cancellations once materials have been ordered or work has begun.

If a refund is granted at the company's discretion, it will be issued minus the cost of materials, restocking fees (15–20%), credit card processing fees, administrative time, and any work performed on your project or HOA application.

Rescheduling an installation within 14 days of the scheduled date will result in a \$300 rescheduling fee.

FENCE SPECIFICATIONS

The homeowner must identify all preferences for fence style, grade, height, gate locations, and other special instructions before installation. If these details are not provided, the installation team will use industry-standard practices to determine placement and layout.

If changes are made after the deposit is paid—whether verbally or through an updated invoice—the revised online invoice will serve as the binding agreement.

Unless otherwise noted:

Fencing will follow the grade of the land

Smooth side faces outward

Gates will swing outward unless grade or site conditions prevent it

Pickets may touch the ground unless a gap is requested and site conditions allow

ESTIMATE VALIDITY

All pricing is subject to change until a deposit is received. Estimates are not guaranteed for any specific timeframe due to fluctuations in labor and material costs.

PAYMENT METHODS

Fence Company accepts all major credit and debit cards, money orders, and bank checks. Personal checks are not accepted.

A 3% transaction fee is included on all estimates and will be waived if payment is made in cash.

