



SOT Property Solutions, LLC DBA: A1 Fence & Welding Terms & Conditions

Closing on Residential, Commercial & Ranch Projects (The Sale)

Upon deciding to hire us for your project, we require the home, property owner or business owner to sign the proposal and return to us along with the signed terms and conditions. We also require at least 65% of the proposal total as a down payment, we will then order material and schedule the project. The balance is due the day of completion. A \$25.00 per day late fee is assessed, after 15 days of non payment the balance is turned over for collection, additional fees apply. In addition a lien is placed on the property. Exception: If a project takes over 14 days to complete additional draws on the balance will be required and outlined in your estimate or proposal. Projects in excess of \$25,000.00 require a lien.

A1 Fence will not schedule or conduct any work or order any materials without a signed proposal, signed terms & conditions or down payment. Proposals must be signed by the property owner even if the owner hires a secondary contractor to manage the project. Pricing is based on completing the job at one time with no hindrances from other contractors or other work taking place on the property.

Change Orders

Any additional requested work outside the original signed proposal requires a signed change order. Change orders must be 100% paid for prior to ordering additional material and scheduling. Change order work may or may not be conducted at the time of the original project due to scheduling.

General Contractor / Secondary Contractor / Home Builder

If a homeowner / property owner desires to have a GC, Secondary Contractor or Home Builder handle their project we require the homeowner / property owner to sign a financial responsibility agreement to insure A1 Fence is paid and to avoid any payment collection issues or issues between the homeowner /property owner and GC, Secondary Contractor or Home Builder and A1 Fence. We will work with secondary contractors, builders or general contractors as long as they can meet this requirements as well as the rest of our terms and conditions.

Permits

Homeowners / Builders are responsible for obtaining fence and/or work permits. These are not included on the proposal. On occasion we can obtain fence permits. We charge a fee. Fees vary based on city fees and requirements.

Payments

Proposals are given with cash discounted pricing, which is payable to be check or cash. We do not accept credit cards. If you wish to use paypal regular rates apply.

Buried Utility, Other Line and obstruction Locations

A1 Fence will call Lonestar 811 to mark buried utility lines. The location of electrical, water or any other utility or buried line, pipe or other underground obstacles is the responsibility of the homeowner to locate. A1 Fence is not liable or financially responsible for or responsible for repairing unmarked buried lines or obstacles including sprinkler lines. In most case we can repair sprinkler lines and will do so at an additional cost. A1 will charge an hourly rate plus material cost which will be on top of the project costs already agreed to. You agree to hold A1 Fence & Welding harmless from any damage caused to such buried items and the repair costs.



Property Lines

It is the property owners responsibility to identify the location of the fence to be installed. The property should have survey pins, if pins are not visible it is the property owner's responsibility to locate property pins and mark for A1 Fence. You may be required to have a survey crew dispatched to mark property corners. If the property owner desires to build a fence without having the property marked by a surveyor, A1 is not responsible for fence relocation, costs involved in removing or re-installing fence or any legal or other fees involved.

Fence Posts Installation

Upon selecting us to install your fence the first step is to install posts. Posts are set up in concrete. We will allow the concrete to set overnight. We level all posts upon installation and verify each post is level prior to departing job site. Any movement of these posts will cause the post to be off level and/or loose. The customer is responsible for additional labor and materials if posts are not level or moved preventing us from installing a level fence. We dig an 8" wide hole for posts and fill it with concrete anywhere from 18" – 24" deep. We do not install grass around posts. There will be an area around each post with dirt or concrete if raised concrete is desired and stated in proposal.

Fence Posts Near House

Most homes have a buried concrete footer which extends past the finished exterior under the ground which makes it impossible to install fence posts next to the house. We do not core or cut into any foundation. In these cases we must attach the fence to the side of the house. We can only attach to masonry or an edge where studs are present such as a corner. We cannot attach anything to a side wall with siding unless it is on the corner where we know there is interior structure to mount.

Stair Step Fence Panel Gap

Some customers elect to have stair stepped wrought iron fence installed vs. rackable due to the cost savings. Horseshoe Bay only allows stair stepped. Areas with varying terrain can cause one side of the installed panel to be higher than the opposite side. Our standard is to allow a maximum of a 3 ¾" gap from the ground surface to the bottom of the fence. We can install lower bars as needed below panels but this is not included in the proposal unless requested and noted in the proposal. Steeped terrain will require additional lower bars for pet containment.

Fence Around Pools

State regulations require that a fence with a height of 48" from the ground to the top to be installed around pools. The clearance from the ground to the bottom of the fence must not allow a 4" sphere to pass through. If you are in a subdivision your local code may require a different height. Gates must have auto close hinges and a magnetic lock with a lock release height of 52" - 54". Gates must open inward and locks must be on the pool side of the gate. A1 Fence will not install anything but fence to code requirements around pools in incorporated areas. For pool fences in unincorporated areas we require a liability waiver to be signed if the owner does not desire the pool fence to be installed to code.

Unpaid Balances

Unpaid balances for a project are expected to be paid according to the payment schedule in your signed proposal, final project balances are due the day of completion or as called for in your signed proposal. A1 Fence is not a financial institution therefore will not carry balances or terms past the day of completion. Any unpaid balances will incur collection, legal and late fees as necessary. Late fees are \$25.00 per day past the due date unless otherwise noted, until the balance is paid in full. If payment is not received after 15 days from the due date, the account is turned over for collection.



Refunds / Returns

We do not provide refunds on funds paid towards a project or accept returns after the signed proposal has been received. This includes a customer cancelling a project or deciding not to do a project or a delay in a project or inability to compensate A1 Fence for the remaining balance on the project. It is the customer's responsibility to insure he/she can compensate A1 Fence & Welding in full for the project.

Returned Check

Returned checks will have a fee of \$35.00 plus collection and/or legal fees as well as a late payment fee of \$25.00 per day. If payment is not received after 15 days from the due date, the account is turned over for collection. Customer is responsible for all collection and legal fees.

Rock / Concrete / Trenching Clause

We do not include rock or concrete drilling, digging up roots or trenching in our proposals unless noted in the proposal. If we hit rock or concrete and need to drill, chisel or saw we charge \$100.00 per hour for the drill rental and \$ 110.00 per hour for labor (includes 2 men). We cannot install posts in granite or dolomite rock without drilling.

Automatic Gate Sensor Trenching Clause

Gate systems that include an automatic gate open sensor will have a sensor and wire that must be buried 2" – 4" below the ground. If we cannot dig a trench by hand then we will have to rent a trencher which will be an additional cost for the trencher and labor. Depending on the ground type we may use a trencher or rock trencher with teeth. A1 Fence is not responsible for replacing lost or broken, stolen materials upon delivered to the job site. Automatic Gates – Stop sensors do not come standard with gate systems. They are an added feature. Gate systems will stop upon detecting a bump against an object by using a current sensor. This can be adjusted + or -inside the opener control box.

Powered Coated Pre-Fab Panel Warranty

Powder coated panels carry a 10 year powder coat warranty from the manufacturer. Warranty does not include labor to remove or install panels or ship panels. Installation is warranted for 30 days from installation date. We do not cover damage, acts of God, abuse or neglect.

Wrought Iron Warranty

We warrant our work and products to be free from defects for a period of 30 days from the installation date. We do not cover damage, acts of God, abuse or neglect. We do not warrant paint. We do not warrant surfaces against water staining from lake water sprinkler or other waters sources. Wrought iron must be painted at least every 5 years to avoid deterioration. Constant sprinkler spray will accelerate this process.

Gate Opener Warranty

We warrant gate opener equipment to be free from installation labor defects for a period of 30 days on labor and manufacturer warranty on parts. Manufacture warranty does not include labor to replace parts or shipping of parts after our 30 day labor warranty period.

Existing Terrain

A1 Fence does not dig out or level out existing ground surfaces or fill gaps in the ground. Areas where fence is to be installed must be prepared prior to installation. This includes clearing any greenery, trees or obstacles out of the fence line installation area. Generally 20 feet for ranch fence and 6' for residential.



Use of Power & Water

We assume in all of our proposals that we will be able to use on site water for concrete and cleanup as well as use of onsite electricity. Additional charges will be incurred for portable water and/or power.

Pre-Fabricated & Custom Wrought Iron Fence & Railings

Fencing is built in 8' sections or less, railing is built in 6' sections or less. For pre-fab and wrought iron fencing it is uncommon to have fence lines in 8' increments, therefore we install shorter panels in corners or ends of fence lines.

Rackable vs. Stair Stepped Fence

Some of our manufactured panels are rackable, this means they can be installed to angle with the general terrain. Some panels are built to stair step.

Pets & Fencing

It is the property owner's responsibility to know if their pet will fit through vertical pickets. Fencing with ½ pickets has a 3 ¾" gap between each picket. We also have a 3" gap available in the pre-fabricated fence. A1 Fence is not responsible for pets that fit through fence panels.

These terms and conditions includes 4 pages. I have read, understand and agree to the terms and conditions above. By signing I attest that I am the property owner and that I agree to the terms and conditions in this document.

Property Owner Signature _____
Date

Property Owner Printed Name

Project Address