



Terms of Service Agreement:

Niekamp Fence LLC DBA Bowden Fence

Terms and Conditions: These terms and conditions (“Terms”) outline the agreement between Bowden Fence and the customer for the provision of fence installation services. By engaging our services, you agree to be bound by these terms. Please read them carefully before proceeding with our services.

1. **Purchaser Authority:** The purchaser warrants that he/she has the legal right to permit the erection of the products specified hereunder or has the authorization from the legal owner of premises involved. _
2. **Validity of Quotes:** All quotes are good for **30 days**.
3. **Scope of Services:** Please review the proposal carefully to ensure accuracy and the entire scope of work you expect to be performed. There are no verbal agreements, stated or implied, that will be honored.
4. **Non-Refundable Deposits:** For work agreed to via our signed contract & material only orders are **non-refundable**. In the event that permitting for your project is denied in writing, then certain exceptions would be allowed for a refund, less admin fees.
5. **Returns on Material Only Order-** There will be a 15% restocking fee on all returned items. Returns on specialty ordered items (non-stock) will not be accepted.
6. **Warranty Guarantee:** Bowden Fence agrees to guarantee the fence erected to be free from defects in materials and workmanship for **1 year**. For complete warranty details please visit our website or email warranty@bowdenfence.com. Material specific warranties are offered exclusively by the manufacturer warranty. Bowden Fence can assist in the process of replacing faulty material when requested by the customer.
7. **Installation Attendance:** Bowden Fence warrants that all homeowners and commercial contacts be present during the first day of installation & the final day of installation to ensure all jobsite layouts are agreed upon and adhered to. Any lack of presence will not be the responsibility of Bowden Fence to determine fence placement.
 - a. **Pre-Installation Property Walk:** Customer agrees to be present at the property for at least 15-30 minutes on the day of installation immediately prior to beginning of the



installation to confirm the details of the final layout of the fence with our installation crew.

- b. **Post Installation Property Walk and Final Payment:** Customer agrees to present at your property at the completion of the installation in order to confirm that the fence installation is complete to your satisfaction (which is accomplished by the signing the customer walk through document) and to make final payment via check or electronically. If Customer fails to be present during the completion of the work or fails to coordinate a time to do the walk around with the installation team, the installation will be considered complete to satisfaction and any additional trips necessary can be subject to additional costs.

8. **Lead Times :** We do our best to set proper expectations on any lead times for installation. Lead times are based on when the project material deposit (if applicable) is received. Bowden Fence won't assume any liability for not hitting an external deadline.

9. **Permitting:**

- a. Each city or township each has their own unique permitting requirements required to build fencing. To be in good standing with each municipality, it's our duty to verify that all permitting requirements are adhered to. Therefore, if a customer would like to take care of their own permitting, they are welcome to do so but all verification paperwork must be submitted to us prior to your scheduled install date.
- b. If Customer's home is part of a Homeowner's Association (HOA), Customer understands that it is their responsibility to obtain and provide approvals from HOA. Bowden Fence is not responsible if the fence that the Customer contracted does not comply with Customer's HOA's rules and regulations. Bowden Fence will attempt to assist with the process when requested, but will never be held responsible for the approval.
- c. If any permit application exceed \$50.00 in cost, then the difference will be added to the final bill.

10. **Property Lines:** Bowden Fence will assist the customer, upon request in determining where the fence is to be erected, but under no circumstances does Bowden assume responsibility concerning property lines or in any way guarantee their accuracy. Where property lines are not indicated by surface marks or stakes, no responsibility shall reside with Bowden by reason of erecting fences on incorrect lines. If property pins cannot be located, it is recommended that



the customer have the property surveyed by a third party service. Bowden Fence is not responsible for identifying property lines, easement, covenants, or other legal encumbrances.

11. Utilities:

- a. **Public Utilities:** Bowden Fence will call a public locating service that will mark all public underground utilities on your property. Customer agrees to allow the locating services onto their property for the purpose of conducting the utility locate.
- b. **Private Utilities:** Customer agrees to be solely responsible for any damage to private underground utilities lines to include irrigations, pool, septic liners that have not been properly identified and marked by the Customer. Customer agrees to indemnify Bowden Fence from any liability which might incur pursuant to the service involved in the performance of this agreement.
- c. **HydroExcavation:** If our initial fence layout proposes that the fence be erected over major utility lines, we will suggest an alternative fence location to complete your installation in a safe manner. An additional option would be to utilize an outside vendor to perform hydroexcavation which is less invasive on the utility lines, which would incur an additional charge and a change order that the homeowner would be responsible for.

12. Change Orders or Delays: Any change orders or delay changes to the initial agreed upon estimate or delays caused by the purchaser, will incur additional charges including, but not limited to, \$400 trip charge, plus time & materials made to the signed contract. Delays resulting in us not being able to get started on the job in a timely manner will result in a \$500 per hour delay fee.

13. Clearing Fence Lines: Customer agrees to remove all trees/ shrubs/ poison ivy/ poison oak to prepare for installation. If not removed ahead of time, additional fees may be added to the final bill.

14. Exterior Preservation: Bowden Fence will do our best to not disturb any existing landscaping on the property. However, our work involves a lot of equipment, material & field labor in order to erect or tear down fences and can't guarantee that all shrubs/ flowers/ landscaping/ irrigation will not be harmed. It's the responsibility of the homeowner or commercial contact to put up any necessary barriers to protect any existing landscaping. In addition, we'll do our best to clean up debris caused by our work but fully anticipate stray materials left behind from time to time.



15. **Dirt Removal:** Unless previously agreed upon, Bowden Fence will not remove dirt from the property caused by digging and is the property owner's responsibility to dispose of or haul to another area .
16. **Tear Out & Haul Away:** Our typical policy is to cut posts at the base of the soil for tear out. If you'd prefer the entire post be removed, then additional labor will need applied to the project. From time to time, an onsite dumpster will be added to a jobsite
17. **Core Drilling:** Core drilling into concrete or asphalt to set posts will lead to additional debris onsite. If a "finished" appearance is desired it's recommended that our installation be followed by a concrete or asphalt finishing contractor.
18. **Wood Fences:** Treated wood & cedar pickets are a natural material and are subject to ¼-½" shrinkage when fully dried. Depending on weather conditions & seasonality in the midwest, a fully dry fence should present itself within 3-4 months.
19. **Wooden Caps:** It should be assumed that all wood fences will be estimated without wooden caps included, unless otherwise detailed on the estimate.
20. **Painting/ Staining-** Unless the quote specifies, Bowden does not perform any painting or staining services and should assume that the final product will be natural wood.
21. **Debris:** We will do our best to remove all debris & nails from our installation, but expect to find a few stray items post- project completion from time to time.
22. **Installation in Dirt:** Unless the estimate specifies otherwise, this contract assumes we are installing into dirt. If installing in turf, concrete, asphalt or masonry, there will be a change order to do so.
23. **Fence to Follow Ground:** Customer agrees that the fence will be installed to follow the contour of the existing ground unless agreed otherwise in writing annotated in the scope of work.
24. **Scheduling:**
 - a. Installation dates are approximate due to various circumstances such as weather, obtaining permits, approvals, utility locates, manufacturing delays, Acts of God, etc. Bowden Fence will strive to install the fence in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond the company's control.
 - b. Customer agrees that under no circumstances will Bowden Fence allow a reduction in contract price, nor will reimbursement be made to compensate customers for expense or inconveniences.



25. **Plaques:** Bowden Fence will add a branding plaque on every full fence installation for branding purposes. The lack of this plaque voids all future warranty.
26. **Photos:** Photos of completed work may appear in Bowden Fence's marketing materials, social media and/or website or a combination of all. Use of such photos to highlight completed jobs are subject to Bowden Fence.
27. **Access to Power and Water and Pet Security:**
 - a. Customer agrees to allow access to electrical outlets and outside water faucets as necessary. Please be sure to inform neighbors about your fence installation and make them aware of the possibility of hearing loud noises that are associated with it.
 - b. Customer agrees to have pets properly secured on the day of installation and inform neighbors if a shared line of fence is being installed or replaced.
28. **Animal and Child Containment:** Due to the varied surface of the earth, uneven spaces will exist between the bottom of the fence and the ground. Pets and children will exploit these spaces to escape. Pets and children can also climb over any installed fence. Customer agrees that Bowden Fence will not be held responsible for the retention of pets or children within installed fence or for any damages resulting from escape of pets or children.
29. **Attachments to Masonry:** The attachment of fences and gates to existing masonry structures, including, but not limited to, columns, walls, and driveways, carries a risk of damaging said structures. Customer agrees that Bowden Fence will not be held liable for damage to any said masonry structure.
30. **Standard Labor Wage:** Unless otherwise noted, all estimates are based off of our standard labor rate. If prevailing wage labor needs to be factored into the estimate, we reserve the right to re-quote based on that.
31. **Balance Due:** The balance is fully due within 15 days of job completion. Any balance unpaid after 15 days will incur a late penalty of 10% of the balance due amount for every month outstanding. Failure to pay as agreed will void all warranties and further, the seller will have the right to remove the fence from the buyer's property without notice. Should the fence be removed for lack of payment, all prior payments made by the customer shall be forfeited and applied as liquidated damages.
32. **Final Bill:** The final bill will be based on the actual footage of fencing built and work performed. Adjustments for materials used on this job and adjustments for labor will be charged or credited at the currently established rates. Additional charges for any work not covered in this



contract that was requested by the customer will also be added. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced.

33. **Remarks:** As a valued customer, we want to ensure you have a complete understanding about the installation of your fence. Our goal is to avoid problems and provide quality and timely installation services and understanding these terms and conditions assist with that process. We look forward to working with you and please let us know if you have any questions!

Signed _____

Date _____