



TERMS OF SERVICE

1. WORK SITE: The Project shall be constructed on the property of Owner/Customer located at the Work Site identified in the Owner/Customer Information on Page 1 of the Project Specifications. If requested, Owner/Customer shall provide Allied Fence documentation that Owner/Customer has title to the Work Site and/or the right to authorize the Project at the Work Site and shall provide Allied Fence copies of any covenants, conditions, or restrictions that affect the Work Site.

2. PERMITS: Owner/Customer shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government(s).

3. SCOPE OF WORK:

(A) Owner/Customer hereby authorizes Allied Fence to commence and complete the usual and customary excavation and grading on the Work Site as may be required in the judgment of Allied Fence to complete the Project. Unless called for in the plans or specifications, no landscaping, dirt removal, finish grading, or filling is to be performed at the Work Site by Allied Fence.

(B) Allied Fence shall provide all necessary fencing labor and materials, and perform all fencing services described in the Proposal and/or set forth in the plans and specifications signed by both Owner/Customer and Allied Fence ("Project"). Such plans and specifications are hereby made a part of this Contract and may contain pictures, diagrams, or measurements of the work area together with a description of the work to be done, materials to be used, and the equipment to be used or installed.

(C) Allied Fence will be responsible for contacting OKIE811 for identification of buried public locatable utility lines, cables, and/or pipes in the digging area.

(D) **Not Included in Scope of Work:** The following is not included in Allied Fence's Scope of Work: locating buried private utility lines, sprinkler systems, cables and/or pipes in the digging area; clearing of fence lines; locating property corners, property lines or easements; determining local zoning requirements; or determining neighborhood or subdivision restrictions for height, type, style, and position. Owner/Customer is solely responsible for identifying and clearly marking all the foregoing. If the Project is near the Owner/Customer's property boundary, Owner/Customer will identify property lines to Allied Fence. If the Owner/Customer or Allied Fence has any doubt about the location of the property lines at the Work Site, Owner/Customer shall provide Allied Fence with boundary stakes through a licensed surveyor.

4. TIME OF COMPLETION: Allied Fence shall inform Owner/Customer of our estimated timeframe to commence and complete the work to be performed under this Contract at the time the Contract is signed. Allied Fence shall not be liable for any delay due to circumstances beyond its control including weather, strikes, casualty, acts of God, illness, injury, or general unavailability of materials.

5. INDEMNIFICATION OF ALLIED FENCE:

(A) Owner/Customer shall hold Allied Fence harmless of and from any loss, damage, claim or expense arising from matters outside Allied Fence's Scope of Work, including, but not limited to, liability for repair of underground utilities or sprinkler systems, whether marked or unmarked, and Owner/Customer shall indemnify Allied Fence for any loss suffered as the result of the assertion of such claims, including attorney's fees and costs incurred by Allied Fence in defense of suits or in prosecution of any action for such claims.

(B) Owner/Customer shall hold Allied Fence harmless of and from any loss, damage, claim, or expense arising from any claim of bodily injury occurring on the Work Site, save and except claims under the Oklahoma Administrative Workers' Compensation Act.

6. INSURANCE: Allied Fence shall maintain general liability and workers compensation, as well as builder's risk insurance, if applicable.

7. CHANGES TO SCOPE OF WORK:

(A) Owner/Customer may make changes to the scope of the work, including changes to the plans and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner/Customer agrees to pay any increase in the cost of the Project resulting from a Change Order. In the event the cost of a Change Order is not known at the time a Change Order is executed, then Allied Fence shall estimate the cost thereof and Owner/Customer shall pay the actual cost whether or not it is in excess of the estimated cost.

(B) **Early Termination:** In the event Owner/Customer terminates this Contract prior to completion of the Project, Owner/Customer shall be responsible for the cost of any materials purchased or labor supplied by Allied Fence for the Project.

8. CONTRACT PRICE:

(A) The Contract Price shall be the Total Quote stated in the Project Specifications, payable 50% upon signing this Contract and the balance upon completion of the Project, unless other such terms are stipulated in the Contract.

(B) If a jackhammer or additional labor is required to remove unexpected underground obstructions (rock, roots, etc.), an additional charge of \$25-\$50 per hole will be added to the contract price.

9. LATE PAYMENT/DEFAULT: Upon completion of the Project, Owner/Customer's failure to make payment of the balance due for a period in excess of fourteen (14) days from the due date, unless other such terms are stipulated in the Contract, shall be deemed a material breach of this Contract. Owner/Customer agrees to pay a late charge of \$30.00 or 1.5% of the amount due, whichever is greater, of all payments that are more than fourteen (14) days late plus interest at the rate of 1.5 % per month. In the event Allied Fence is required to file suit to recover any amounts due, Allied Fence shall be entitled to recover its reasonable attorney fees and costs incurred to prosecute such suit.

10. DESTRUCTION AND DAMAGE: If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of Allied Fence or its subcontractor(s), Owner/Customer shall pay Allied Fence for any additional work done by Allied Fence in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by Allied Fence exceeds 20 percent of the Contract price, either Allied Fence or Owner/Customer may terminate this Contract. Upon termination by either party, Allied Fence shall be excused from further performance under this Contract and Owner/Customer shall pay Allied Fence a percentage of the Contract price in proportion to the amount of work accomplished prior to the destruction or damage.

11. ASSIGNMENT: Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

12. MARKETING CONSENT: Owner/Customer consents to the use of photographs and/or video of the Project for advertising, publicity, and commercial purposes in all domestic and foreign markets, PROVIDED, Allied Fence shall neither use nor disclose the name(s), image, or address of the Owner/Customer. Owner/Customer does hereby release Allied Fence and its directors, officers, agents, employees, and subcontractors of and from any and all claims of any nature whatsoever arising from the use of such photographs and videos for such purposes. Owner/Customer further consents to Allied Fence placing a company sign in a highly visible location at the Work Site to remain in place through completion of the Project.

13. PERFORMANCE:

(A) Allied Fence may, at its discretion, engage licensed subcontractors to perform work pursuant to this Contract provided Allied Fence shall remain fully responsible for the proper completion of the Project.

(B) All work shall be completed in a workman-like manner and in compliance with all industry standards, building codes, and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work.

(C) Allied Fence agrees to remove all debris created by Allied Fence in the process of completing the work, excluding dirt and rocks from excavated holes.

14. WARRANTY:

(A) Allied Fence's warranty shall be limited to defects in workmanship within the Scope of Work performed by Allied Fence and which arise and become known within one (1) year from the date hereof. All said defects arising after one (1) year and defects in material are not warranted by Allied Fence. Allied Fence hereby assigns to Owner/Customer all warranties on materials as provided by the manufacturer of such materials.

(B) Owner/Customer must give Allied Fence a written notice of alleged construction defects and allow Allied Fence to inspect any alleged construction defects and present to the Owner/Customer a written response, which shall include Allied Fence's offer to repair defects or compensate Owner/Customer for such defects within thirty (30) days after receipt of the notice of defects.

(C) **Alternative Dispute Resolution:** All claims for alleged construction defects are subject to the provisions of this subparagraph (C). If any claim for alleged construction defects remains unresolved thirty (30) days after Allied Fence's receipt of the notice of alleged defects, the parties agree to enter into negotiations, in good faith, through a neutral mediator in an attempt to resolve the dispute. If a resolution to the dispute is not achieved by mediation, the parties agree to enter into binding arbitration under the rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

15. INTERPRETATION:

(A) **Interpretation of Documents.** The Contract, plans, and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the plans, and the Contract shall control both. If work is displayed on the plans but not called for in the specifications, or if the work is called for in the specifications but not displayed on the plans, Allied Fence shall be required to perform the work as though it were called for and displayed in both documents.

(B) **Entire Agreement.** This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified by a written agreement signed by both parties.

(C) **Governing Law.** This Contract shall be interpreted and governed in accordance with the laws of the State of Oklahoma.