

# PROPOSAL

## Infinity Fence Inc.

Phone: 919-846-2229

PO BOX 20714 - Raleigh, NC 27619

Fax: 919-324-3675

|   |   |   |   |   |   |
|---|---|---|---|---|---|
| PROPOSAL SUBMITTED TO:                    |   | HOME PHONE:                               | CELL PHONE:                               | FAX:                                      | WORK PHONE:                               |
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| CITY:                                     | STATE:                                    | ZIP CODE:                                 | JOB NAME:                                 |   |   |
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| SUBDIVISION:                              |   | DATE:                                     | SALESPERSON:                              | QUOTE TYPE:                               | ID:                                       |
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WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATES FOR:

**Installation of Poly Vinyl Creations Privacy Fence:**

- Total footage including gates to be: 395'
- Fence Height to be: 6'
- Gates to be installed: (2) - 4' wide single swing gates
- Fence style to be: 6" Tongue & Groove Privacy
- Fence color to be: White
- All Line Posts to be: 5" x 5" x .150(wall thickness).
- All End Posts to be: 5" x 5" x .150(wall thickness).
- All Corner Posts to be: 5" x 5" x .150(wall thickness).
- All Gate Hinge Posts to be: 5" x 5" x .150(wall thickness) with Aluminum Stiffener Insert.
- All Gate Latch Posts to be: 5" x 5" x .270(wall thickness) heavy walled posts.
- Post tops to be: External Pyramid.
- Top and Bottom Pocket(dual wall) Section Rails to be: 1-1/2" x 5-1/2"x .100(wall thickness).
- All Bottom Rails to have aluminum stiffener on sections greater than 6' wide.
- Pickets to be tongue and groove: 7/8" thick & 6" wide x .070(wall thickness).
- Gates to be manufactured, in house, by Poly Vinyl Creations prior to delivery(no field manufacturing).
- Gates to match section style and have PVC welded frame.
- Gate hinges to be standard stainless steel, adjustable hinges; Color to be black.
- Gate latches to be D&D Technologies, Lokk Latch Deluxe, two sided, keyed, locking latch; Color to be black.
- All posts to be set in concrete footings; **Concrete to be mixed prior to placement in holes (no dry packing)**

**Installation Notes:**

- ◆ Remove & Cart all existing wood fence (inc. in pricing).

**Alternate Pricing Options:**

- ◆ Upgrade Posts tops To: Island: (+) \$ 0.00    Federation: (+) \$ 0.00    French Gothic: (+) \$ 0.00    Ball: (+) \$ 0.00

**Layout:** See Attachment D-1

We propose to hereby furnish material and labor - complete in accordance with the above specifications, for the sum of:

*dollars*

Payment to be made as follows:

**30% Deposit; Balance due upon completion.**

The customer acknowledges that the customer has reviewed the prices, specification, attachments, and terms and conditions of this proposal and that they are satisfactory and are hereby accepted. Infinity Fence Inc. is hereby authorized to do the work as specified. Payment will be made as outlined above. Customer is responsible to get all permits, variances, and applicable HOA approvals. Fence lines to be staked and/or properly marked. SEE TERMS AND CONDITIONS

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ \ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature of Company Officer: \_\_\_\_\_ Date: \_\_\_\_\_

THE CONTRACT IS NOT VALID WITHOUT THE SIGNATURE OF A COMPANY OFFICER

NOTE: This proposal may be withdrawn by us if not accepted in: **7 Days**

# Attachment D-1: Layout

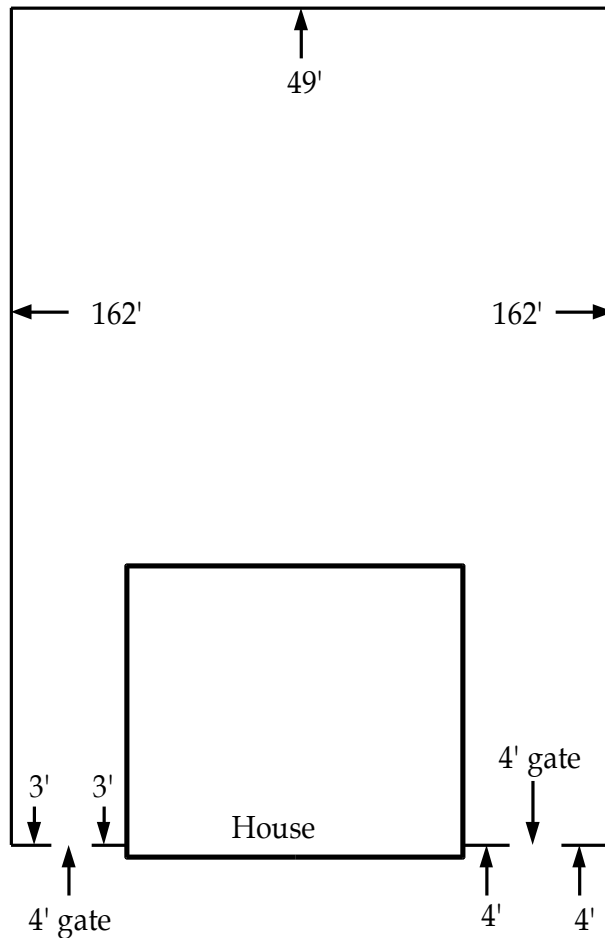
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LAYOUT NOT TO SCALE

# TERMS AND CONDITIONS

## Erecting Conditions

Customer is responsible for properly marking or designating the correct fence lines by stakes or other means prior to commencement of work. All obstructions that may interfere with the erecting of the fence or gates shall be removed, or marked, by the customer prior to commencement of work, including the location and character of any underground wires, pipes, sewers, conduits, or restrictions of any nature that might interfere with, or be damaged by, Infinity Fence, Inc. (the "Company"), or be the cause or occasion of injuries or damage. The Company is not responsible for damage to underground wiring, sprinkler systems or other buried items that can or will not be marked by a locate company.

The price quoted in this proposal is based upon normal erecting conditions. If it is necessary to perform any additional work not covered by this contract in order to properly complete the work as proposed, including time, materials and additional machinery needed to dig through stumps, rock, rock-encumbered ground and/or the deviation of standard installation, the Company may, in its sole judgment, charge Customer an additional reasonable fee for such extra work or special construction. Any alterations or deviations from contract scope of work or specifications will be executed only upon written change orders and will become an extra charge over and above the price quoted in this proposal. Unless otherwise provided, the fence will follow the existing ground line (+/- to ensure both security and aesthetics) and shall have finished side face out from property. Customer is responsible for the completion of any grading or filling of the ground that is necessary to ensure the proper installation of the fence.

## Guarantee:

All work will be completed in a workmanlike manner according to industry standards. All labor provided by the Company is guaranteed for three years from completion date of project. All materials are guaranteed to be as specified in this proposal. All materials are subject only to manufacturers' warranties. Warping of wood is a natural, unpredictable, and unfortunate result of wood's exposure to weather conditions. Although the Company makes all reasonable efforts to ensure the quality and grade of its materials, the Company does not warranty against warping or decay apart from any available manufacturer's warranty.

## Pricing and Payment Schedule:

Total estimated price includes materials, installation, and tax. It is expressly understood that the price quoted in the estimate is for immediate acceptance and may be withdrawn by the Company at any time. A minimum of 10% deposit is required prior to the start of fence installation. Customer shall pay 40% of the remaining balance upon commencement of work. If Customer fails to pay this amount when due, the Company may, in its sole discretion, delay completion of the project until such time as the amount due is paid by Customer and received by the Company. The remaining balance (50% of the contract price) is owed and due upon completion of the project. The above payment terms are subject to change only at the sole discretion of the Company. Payment percentages and schedule may be superseded under the "Payment to be made as follows" section of the proposal. Any balance unpaid after 30 days from due date will be subject to a \$35.00 late fee and 1.5% interest per month. If balance is unpaid after 60 days, the Company may place a lien against the Customer's property and/or any contractor of Customer for whom the Company is a subcontractor, and/or take any other legal actions as may be deemed appropriate by the Company. In case of non-payment, Customer is responsible for all collection and legal fees incurred by the Company. All custom orders, that are canceled by the customer, are subject to a 10-30% restocking fee, based on fee charged The Company by supplier. All credit/debit cards subject to 3% transaction fee.

## Acceptance:

The above proposal when accepted by the credit department of the Company becomes a contract between the two parties and is not subject to cancellation. Cancellation of contract by Customer after midnight of third business day after the date of this contract acceptance shall result in the loss of deposit or any other monies paid, including any restocking fees assessed The Company by its suppliers. Upon acceptance customer agrees to accept the limits of insurance carried by The Company as sufficient for the scope of work accepted and shall not place or hold The Company liable to any other limits placed upon it by accepting contractor, company or customer. All agreements are contingent upon strikes, accident, fires, explosions, delays in transportation or any other causes beyond our control. This proposed work does not become the property of the customer until final payment is made to the Company, and, by accepting this proposal Customer grants the Company an irrevocable license to enter on to the premises to withdraw, at any time, all or part of the materials installed by it unless final payment has been made to the Company consistent with the terms of this contract. Customer is responsible for all plans, permits, and necessary information that may need to be provided to any local, state or federal governments, homeowners association and/or such other organizations or entities.

YOU, THE CUSTOMER, MAY CANCEL THIS CONTRACT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF ACCEPTANCE OF THE PROPOSAL.

Initial: \_\_\_\_\_ Date: \_\_\_\_\_