



# FENCING AND GATES CONTRACT

## Background:

This Fencing and Gates Contract Agreement (“Agreement”) is entered into on the \_\_\_\_\_ between:

**Owner:** \_\_\_\_\_ located at \_\_\_\_\_ (“Owner” or “Customer”) and

**Contractor:** INKI Thread LLC, Doing Business As “The Eco Fence” located at 14044 Ventura Blvd, #310, Sherman Oaks, CA 91423

## Description of Work

1. The Contractor agrees to provide all materials, services, and labor for the composite fence and gate installation at property located at \_\_\_\_\_.

This includes necessary labor, materials, and all required tools and machinery needed for completion of fencing and gates at this property.

Owner must be able to leave the yard unlocked and free of pets on scheduled work dates.

The contractor will demolish and remove from property the existing fencing when applicable.

## Contract Price and Payments

2. Owner agrees to pay the Contractor the total amount of \$\_\_\_\_\_ (“Contract Price”). Payment of this amount is subject to any additions or deductions in accordance with any mutually agreed to changes and/or modifications in the work.
3. Payment will be made by cash **OR** personal check **OR** cashier’s check **OR** money order **OR** credit card or debit card **OR** wire transfer according to the following schedule:

### **Deposit:**

\$1,000 deposit is due upon the execution of this Agreement.

### **Instalments:**

Instalments will be paid upon the completion of the following milestones:  
25% due upon material delivery.

remaining balance due upon completion of work.

4. If Customer fails to pay an invoice upon completion of a job, Contractor may refer the collection of the unpaid amount to an attorney or collections agency. The contractor will take all legal actions necessary to obtain payment. If Customer's unpaid invoice is referred to an attorney or collections agency, Customer shall pay all reasonable attorney's fees and/or collections agent's fees plus 10% inconvenience fee of invoice total above and beyond attorney and collections agency fees to Contractor.



### **Certification of Completion**

5. Work under this Agreement shall begin on \_\_\_\_\_ and shall be completed by \_\_\_\_\_. Upon completion of Work, the Contractor shall notify the Owner that the Work is ready for final inspection and acceptance and the Owner shall make the final payment within 1 day after the final inspection.

### **Material and Labor**

6. Contractor shall provide and pay for all necessary labor and equipment, including tools, construction equipment, machinery, transportation, and all other facilities and services, and all materials necessary for the completion of the Work. All materials shall be good quality and new, unless the Contract Documents require or permit otherwise. The contractor may substitute materials only with the prior written approval of the Owner.

### **Permits**

7. It is the owner 's responsibility to obtain HOA and/or any required permits prior to Contractor arrival for installation. If the contractor installs a fence that is not permitted or approved by the governing HOA or the City, the owner takes full responsibility and holds the contractor harmless for all claims arising from questions about the installed fence. The owner will defend the contractor and reimburse them of all costs in connection with any claim by anyone about the fence in question.
8. Prior to any fence removal, the customer assumes full responsibility to gain permission from whomever is the owner of said fence and property that Contractor will be permitted to remove said fence and allowed access to the property for removal/installation. The contractor will not be held responsible in any way for rebuilding, replacing, or compensating for any fence removed if the Customer fails to gain permission from the owner prior to said fence being removed, this will solely fall upon the Customer.

### **Demolition and Hauling**

9. Tear down and haul off of existing fence to be replaced will have post cut off at ground level (leaving remainder of posts and concrete in ground) where post and concrete may or may not still be visible- if posts & concrete to be completely dug up, hauled off and removed, there will be an additional charge which is not included in this price unless specifically noted in the Terms, Conditions, Specifications & Notes section of this agreement.

### **Property Lines**

10. The Owner hereby warrants that the installation of any fence/material will be on the Owner's property. The Owner hereby assumes full responsibility for the location of the line upon which said material is to be installed and agrees to DEFEND and hold the Contractor harmless for all claims arising from questions of survey of said property or location of said lines, and from all claims from personal injury, property damage or trespass from or by means of the installation of said fence material. The Owner is solely responsible for locating property lines. The Contractor does not survey your property. Owner will defend Contractor and reimburse them for all costs in the connection with any claim regarding the placement of the fence/material. If you do not know the exact location of your property lines and property

corner pins, please contact a local survey company to help you locate said pins / property lines.

#### **Utilities**

11. The contractor will not be responsible for damage to any underground pipes, drains, wires, cables, foundations, sprinklers, or anything of the type. The owner is to clearly mark all the above private utilities prior to the fence or gate installation. The owner agrees to release, indemnify, save harmless and defend the contractor from and against all liability, loss, damage, and expense caused or occasioned thereby, except for gross negligence and willful misconduct.

#### **Laws and Regulations**

12. Contractor shall perform the Work in a workmanlike manner and in compliance with all applicable federal, state, and local laws, regulations and ordinances, trade standards, ethical guidelines and any safety requirements of the owner.

#### **Supervision of Construction**

13. The Contractor shall be solely responsible for and shall supervise and direct all construction under this Agreement. The Contractor shall provide competent and suitable personnel to perform the Work and shall at all times maintain good discipline and order at the Property. Contractor will at all times take all reasonable precautions for the safety of its employees and the public at the Property. Contractor agrees to assume full responsibility for the acts, negligence, and/or omissions of its employees and any subcontractors and their employees.

#### **Workmanship Warranty**

14. Contractor warrants that the Work shall be in accordance with the Contract Documents, applicable law and trade standards and free from material structural defects, improper workmanship or defective materials. Contractor shall replace, correct or repair any Work not in accordance with the Contract Documents, applicable law and trade standards or any defects caused by faulty materials, equipment or workmanship for a period of 4 years from the date of completion of the Work. Nothing in this Section shall be construed to place a time limit with respect to any other obligation the Contractor may have under this Agreement.

#### **Material Warranty**

15. The Eco Fence warrants to the original residential purchaser (“Purchaser”, “you” or “your”) that, for a period of twenty (20) years from the date of original purchase, under normal residential use and service conditions, The Eco Fence Composite Fencing shall be free from material defects, and shall not split, splinter, rot, or suffer structural damage resulting from termites, fungal decay or salt air erosion. For more information, please refer to warranty policy at <https://theecofence.com>

#### **Condition of the Property**

16. Contractor agrees to keep the Property and adjoining driveways free and clear of waste material and rubbish. Contractor shall confine the storage of materials and equipment and the operations of employees to the Property and shall not unreasonably encumber the Property with materials or equipment. Contractor shall be fully responsible for any damage

to the Property or areas contiguous thereto resulting from the performance of the Work. At the completion of the Work, the Contractor shall remove all waste materials, rubbish, and debris from and about the Property as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Property clean and ready for occupancy by the Owner.

#### **Right to Stop Work**

17. If Contractor fails to correct any defective Work or repeatedly fails to perform the Work in accordance with the Contract Documents, Owner shall have the right to order Contractor to stop performing the Work, or any portion thereof, until the cause for such order is eliminated.

#### **Subcontracts**

18. The contractor may engage subcontractors to perform work at its discretion hereunder, provided the contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this contract.

#### **Work Changes**

19. Owner reserves the right to order changes to the Work in the nature of additions, deletions or modifications, without invalidating this Agreement, and agrees to make corresponding adjustments in the Contract Price and time of termination if applicable. All changes will be authorized in a written "Change Order" signed by Owner and Contractor, which shall be incorporated by reference herein.

#### **Other Contractors**

20. Owner reserves the right to enter into other contracts in connection with the Work. Contractor shall cooperate with all other contractors so that their work shall not be impeded and shall give them access to the Property as necessary to perform their contracts.

#### **Indemnification**

21. Contractor agrees to defend, indemnify and hold harmless Owner and its agents and employees, from and against all claims, actions, liabilities, suits, demands, injuries, obligations, damages, losses, settlements, judgments, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising out of any negligent act or omission by Contractor, a subcontractor or anyone directly or indirectly employed by them in the performance of the Work resulting in bodily injury, illness or death, or for property damage, including loss of use, unless caused by the sole negligence or willful misconduct of Owner.

#### **Contractor's Insurance**

22. Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury because of the acts of contractor or its subcontractors.

#### **Time of Essence**

23. All times stated in this Agreement or in the Contract Documents are of the essence. Contractor agrees that such times are reasonable for performing and completing the Work.

#### **Extension of Time**



24. The times stated in this Agreement may be extended for such reasonable time as Contractor may determine when performance of the Work by Contractor is delayed by a Change Order, labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions, unavoidable casualties, or other causes beyond Contractor's control or which justify the delay.

#### **Binding Effect**

25. This Agreement shall be binding and inure to the benefit of the Parties and their respective legal representatives, heirs, administrators, executors, successors and permitted assigns.

#### **Governing Law**

26. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed in accordance with the laws of the State of CA, without regard to its conflicts of law's provisions.

#### **Severability**

27. If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable part had not been included in this Agreement.

#### **Entire Agreement**

28. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof, and supersedes all prior negotiations, understandings and agreements.

#### **Amendments**

29. This Agreement may not be amended or modified except by a written agreement signed by all of the Parties.

#### **Waiver**

30. No Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by any Party of a breach or violation of any provision of this Agreement shall not constitute a waiver of any other subsequent breach or violation.

#### **Independent Contractor**

31. Contractor acknowledges that it is an independent contractor and is not an agent, partner, joint venture nor employee of Owner. Contractor shall have no authority to bind or otherwise obligate the Owner in any manner nor shall Contractor represent to anyone that it has the right to do so. Contractor further agrees that in the event that the Company suffers loss or damage as a result of a violation of this provision Contractor shall indemnify and hold harmless Owner from any such loss or damage.



The Eco Fence  
14044 Ventura Blvd., # 310  
Sherman Oaks, CA 91423

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info@theecofence.com  
(619) 732-8250

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.**

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**Contractor** Signature and Date

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**Contractor** Sales rep Name

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**Customer** Signature and Date

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**Customer** Name