



## Proposal for Fencing Installation



### PRODUCT SPECIFICATIONS:

8'H Commercial Black Vinyl Coated Chain-Link: 200 LF.  
Specifications: Post: 2-1/2" Schedule 20 Pipe, Rail: 1-5/8" x 21' Schedule 20 Pipe, Picket: 9 ga.

### JOB OPTIONS:

Fence Removal (8' Chain Link): Take Down 105'. Haul Away 105'. 3 Pulled Posts.

### JOB NOTES:

Fence Removal (8'H Chain Link): includes 3 pulled posts, all remaining posts to be cut at ground level.  
No Returns for Special Order Product.

Approximate Start Date: 2/10/2025

Approximate Finish Date: 2/14/2025

**All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.**

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

**It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions listed above.**

Payment Schedule: You agree that payments will be due as indicated below. If you are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

|                      |             |
|----------------------|-------------|
| Contract Amount      | \$10,642.00 |
| Sales Tax            | \$0.00      |
| Deposit Amount       | \$5,321.00  |
| Remaining Balance    | \$5,321.00  |
| Accepted by:         | 1/13/2025   |
| Customer's Signature | Date        |

Customer's Initials: \_\_\_\_\_ BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

Chris Thearle

1/13/2025

Superior Authorized Representative Signature

Date

Chris Thearle

Superior Authorized Representative

### Superior Fence & Rail Contact Information:

SUPERIOR FENCE & RAIL OF SOUTHWEST FLORIDA, INC  
3622 Ironbridge Blvd  
Fort Myers, FL 33916  
(239) 309-7497

## Installation Overview Agreement

As our valued customer, we want to be sure you have complete information about the installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

- 1. Public Utilities.** Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city. Initial \_\_\_\_\_
- 2. Private Utilities.** There are some underground items that are your responsibility to identify. The utility companies do not mark these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:
  - Sprinkler heads and underground irrigation lines.
  - Underground water lines that feed a swimming pool or other structure.
  - Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
  - French drains or related items.
  - Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
  - Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
  - Any and all septic, leach or drain lines or fields.
  - Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
  - Any other non-public utilities.

You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages.

Initial \_\_\_\_\_

- 3. Fence Location.** You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and you cannot find the property line markers, it is recommended that you have a survey done to ensure your new fence does not encroach onto your neighbor's property, and is in compliance with local building codes for setback requirements. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation.
- 4. Required Clearance for Fence Installation.** To provide room for a proper installation, all vegetation, including but not limited to brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for your new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions, Superior has the option to do the either of the following, at our sole discretion:
  - Charge you a trip charge of up to \$500, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
  - Have our installation crew trim, clear and dispose of the vegetation at a cost of up to \$25 per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground.
- 5. Hard Digs.** On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional \$50 for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig.
- 6. Access to Power and Water.** We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well.
- 7. Homeowner's Association Obligation.** If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.
- 8. Pre-Installation Property Walk.** You agree to be present at your property for at least 15-30 minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30 minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame.
- 9. Post Installation Property Walk and Final Payment.** You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment.

Initial \_\_\_\_\_

*Brandi Wills, CAM*  
Customer's Signature

1/13/2025

Date

*Chris Thearle*

1/13/2025

Date

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