

FENCE INSTALLATION CONDITIONS

- 1 Purchaser to meet with installation crew or to have fence line staked showing gate, end, and comer post locations prior to start of erection. Surveying or locating of property lines is purchaser's responsibility. If after the erection crew has started erecting the fence the purchaser changes the layout of the fence there will be an extra charge for the lost time incurred.
- 2. Erection price does not include clearing, grubbing, compacting, or leveling and if fence line is not graded it will be assumed the fence will follow the natural contour of the ground as close as possible unless advised by the purchaser in writing in advance. Fence line shall be free of brush, debris, or other obstructions prior to start of erection of the fence. We are not responsible for loose footings or settlement issues due to un-compacted site conditions. Vehicle access to complete fence line is required and assumed, unless specified by the purchaser.
- 3. Erection price does not include picking up and removing from site excavated earth and debris from posthole auguring. Material will be spread and distributed around the excavated holes, unless specifically noted.
- 4. Underground Utility Locates - Purchasers Responsibility

For Public Utility Locates call: Alberta One-Call @ 1.800.242.3447 (A minimum of two full working days' notice is required; response times may vary due to call volume).

For Private Utility Locates call: Private Locators operating in your area.

It is purchaser's responsibility to ensure underground utility locates are completed prior to Rite-Way Fence mobilization to work site. If locates were not completed, Rite-Way Fence reserves the right to call underground utility locators to complete the locates. Utility locate costs will be bome by the purchaser and arranged by and charged directly to the purchaser or an authorization for these services will be signed prior to Rite-Way Fence arranging these services, and they will be billed at cost plus 15% for overhead, profit, and administration

5 Underground Irrigation Lines

Underground irrigation lines cannot be normally located and as such Rite-Way Fencing (2000) Inc. will not be held responsible for damages to irrigation facilities unless fully staked and physically marked on the ground by the purchaser prior to fenceinstallation. Cost for repair and coordination will be that of the purchaser.

6. <u>Underground Utility Damages - Purchasers Responsibility</u>

Fence erection price is based on the assumption the purchaser agrees to indemnify Rite-Way Fencing (2000) Inc. against any claims arising from damage caused to underground services of any kind unless the purchaser has complied with item #4 above and staked and informed Rite- Way Fencing (2000) Inc. of the location of services prior to start of erection.

- 7. If Hydrovac services are required due to conflicts with underground utilities or other circumstances, these costs will be borne by the purchaser and arranged by and charged directly to the purchaser or an authorization for these services will be signed prior to Rite-Way Fence arranging these services, and they will be billed at cost plus 15% for overhead profit, and administration. Note additional concrete and time will be required and charged that is not covered in the estimate.
- Completion dates are dependant on materials, weather and available labour/equipment and although we work with all customers for timely installations, Rite-Way Fencing (2000) Inc. is 8. not responsible for extra security or any other implications due to fencing not being completed unless agreed to in writing prior to commencement of the project. We do not guarantee a set completion date unless expressly agreed upon and that is dependent on a site being ready as agreed upon and reasonable and safe weather conditions during the installation process.
- Downtime for erection crew on the job site caused by purchaser not having fence line staked or cleared or the underground services not being located and marked, will be charged as an 9 extra \$180.00 per two-man crew hour, plus any resulting additional room and board charges.
- 10. Quotations are based on frost-free and normal clay soil conditions. Where rocks, pavement, sidewalks, foundations, or hidden obstructions are encountered or are not specified by the purchaser, an extra charge will apply
- 11. All permits are the responsibility of the purchaser
- After completion and an accurate measurement, if greater or lesser footage is found to have been supplied and erected than quoted, same will be charged for or credited, 12 at a unit price for material and the charge for erection
- 13. Barb wire overhang (if applicable) will point out from the fenced property, and the fence line will be erected I foot inside the given property lines to accommodate unless advised otherwise in writing by the purchaser
- 14. All powder coated material and special-order privacy inserts are non-cancelable. Changes to contract are subject to a \$50.00 change order charge, plus additional cost of time and materials.
- If purchaser wished to cancel the contract for any reason with Rite-Way Fencing (2000) Inc after signing and providing a deposit. Rite-Way Fencing (2000) Inc will 15. have earned and will retain a \$250.00 admin fee plus a 3% charge if paid by credit card.
- 16. Ownership of all materials supplied hereunder shall remain the property of Rite-Way Fencing (2000) Inc. until payment in full has been made (inclusive of any charges e to

purpose of removing the materials supplied, whether or not the sai for any damages that might be caused to the customer's property a	y Fencing (2000) Inc. shall have the right to enter upon the customer's premises at any time, for the id materials are affixed to the customer's property. Rite-Way Fencing (2000) Inc. is not responsible as a result of the removal of such fencing. The removal of such fencing shall be without prejudice, to get (2000) Inc. prior to the date of removal and to any additional legal proceedings which Rite-Way he terms of this Contract.
Customer accepts and understands these conditions and acknowledges that they are an important part of the contract between the customer and Rite- Way Fencing (2000) Inc.	
Authorized signature:	Date:
Print name:	Revised May 2023

Feb 2, 2021 **CORNERSTONE SHELTER**









