



NON-TRANSFERABLE LIFETIME WARRANTY AGREEMENT

All labor and workmanship is guaranteed for a lifetime. Sunrise Fence will work to ensure that all installations are completed in a timely manner, using quality materials and qualified installation teams. Should an issue arise after installation, contact Sunrise Fence in writing, email or phone to discuss. Please note that damage caused by excessive heat, extreme cold, wind, acts of God, nature, negligence, and malicious damage are not covered under this warranty. Wood has a manufacturer warranty covering rotting, insect infestation, and deterioration. All wood is guaranteed to warp, crack, split and check. There is no warranty coverage on warping, cracking, splitting, and checking. Natural characteristics of wood products, such as but not limited to bowing, twisting, checking, expansion, contraction, settlement, sagging or incidental or consequential damages are not covered under this warranty. The warrantor shall have no further liabilities or obligations should any of the non-warrantable items occur. Additional materials, such as gate hardware, chain link vinyl or powder-coated materials, may be covered under a separate and individual limited warranty through its manufacturer. Gate alignments are included in this lifetime warranty if the job is located within our normal service radius. Single gates over 5ft in width or double gates over 10ft in width are not covered. Modifications such as cutting or replacing materials are not included in a gate alignment warranty. Removal of fence sign or non-payment voids warranty. All materials remain the property of Sunrise Fence until paid in full.

Choose Sunrise Fence for an outstanding and quality investment.

Credit Card Authorization

The undersigned gives permission for this payment method to be used for the deposit and final balance payment. Unless notified prior to the day of install, this payment method will be automatically used for the final payment the day of installation. Balances are due the day of the installation, or a 1.5% interest rate will be applied per day until balance is paid in full.

CARD NUMBER: _____

EXPIRATION: _____ / _____ **SECURITY CODE:** _____

NAME ON CARD: _____

BILLING ADDRESS & ZIP: _____

SIGNATURE: _____

Signing the proposal or providing a deposit payment means the homeowner/purchaser has read, understands and agrees to the terms and conditions in full.

- PRIVATE LINES:** Damage to any private lines or underground utilities that are not identified by state utility marking companies is not the responsibility of Sunrise Fence. Even if you mark these lines yourself, Sunrise Fence will not be held liable for damages. Such lines include, but are not limited to: irrigation, septic, water, landscaping lighting or drain lines.
- FENCE LAYOUT:** We install per the measurements on this contract, however fence layout may change on site per installer recommendations or per the customer's request the day of installation. The company assumes no responsibility for the location of the fence installation other than by following the measurements laid out on the fence diagram and work order or by customer instruction on site. If you are not confident where your property lines are, it is best to hire a licensed surveying company to locate property pins prior to installation.
- HOA / PERMITS:** If any fencing is installed per the customer's request that is not in compliance with HOA or property associations requirements or approval, the customer will assume all responsibility for any changes that must take place to correct the installation found not in compliance. It is the homeowner's responsibility to obtain city regulated permits and HOA approval, as most HOA's will not speak with the company, but insists on working with the homeowner directly. If the job is installed prior to the homeowner receiving HOA approval or city permit, the homeowner assumes all responsibility for non-compliance that may occur.
- FENCE CLEARANCE:** Sunrise Fence reserves the right to make additional changes or charges if unusual ground conditions hinder installation. Such conditions may be unsettled, unstable or soft ground, or any obstacle such as rock formations, hidden foundations, debris or roots. Sunrise Fence agrees to furnish the materials for the project and complete the work in a timely manner. Should additional materials be required that are above and beyond the estimate, materials and labor will be debited or credited at the current rate. Land clearing or grading is the customer's responsibility unless otherwise noted. Sunrise Fence installers will do their best to avoid damage to landscaping, bushes or trees, but will not be responsible for any of those items. Customers shall make sure the fence line area is free of obstacles such as but not limited to vines, bushes, trees, branches, concrete or personal property. Installers need 2 - 3FT of working & moving space to remove and/or install a fence.
- INDUSTRY STANDARD MATERIALS:** All materials furnished shall be construction grade and meet industry standards at the time of the installation. Where brand names have been specified, Sunrise Fence reserves the right to select substitutes should the brand become unavailable or other circumstances beyond control. All substitutes will be consistent to the quality and character of previous selections specified. All wood is pressure treated pine unless otherwise stated.
- BALANCE DUE THE DAY OF INSTALL:** Most installations are completed in one day. Balance is due the day of the installation, and will be charged to the account provided for your deposit, even if the yard is only partially/significantly completed that first install day. Significant completion means the customer can return to the normal use of their yard, although a small portion has not been completed or if a minor correction needs to be made. Sunrise Fence will perform all work expeditiously and the Purchaser shall not withhold more payment than the prorated percentage of the work not completed.
- NO REFUNDS:** Sunrise Fence is not responsible for delays in delivery, installation, or completion of installation due to fire, strikes, or any causes beyond control including weather (rain, snow, etc) or acts of God. We do not accept returns or cancellations. Deposits are non-refundable. If the company can provide a refund, it would be refunded minus the cost of materials, restocking fees (15 - 20% of the project cost), credit card processing fees, administrative time, including time to process your HOA application or work on your project. If installation is canceled or customer requests an install date change within 2 weeks of install, there is a \$300 last minute rescheduling fee.
- FENCE SPECIFICATIONS:** Homeowners must specify all preferences for fence grade, style, height, gate locations and other specifications prior to installation and highlight these specifications on the contract agreement. If for any reason, fence grade or gate locations are not selected, the Homeowner agrees for it to be determined by the installation crew assigned to their job. If deposit is paid via phone or Homeowner makes changes to the written estimate, the online invoice detailing the terms of the agreement will become their new estimate and contract. Fence will FOLLOW the grade, smooth side facing out and gates swinging out, unless otherwise specified or if site conditions will not allow. Pickets may touch the ground, unless the homeowner specifies a desired height off the ground, also depending on the grade of land or obstacles in the fence line such as debris, dirt or tree stumps.
- ESTIMATE LENGTH OF TIME:** Until a deposit is provided, prices are subject to change as material or labor costs change. Estimates are not valid for a specific timeframe.
- PAYMENT OPTIONS:** We accept all types of credit or debit cards, money order or bank checks. We do not accept personal checks. All estimates include a 3% transaction processing fee. Transaction fee can be waived if payments are made in hard cash.