



Victory Fence Co. Terms and Conditions:

All of our estimates are subject to the following conditions. **Acceptance of our estimate either in writing, 50% deposit, or by verbal agreement represents acceptance of the following terms and conditions.**

Estimates are valid and open for acceptance for the period stated on the estimate page.

1. Project Date.

Victory Fence Co. will make every effort to install the client's fence at the agreed upon date. However, we will not be responsible for any delays in the start of the project due to events that are beyond our control, including weather.

2. Tear out of Existing Fence.

Victory Fence Co. can tear out your existing fence for a fee that will be laid out in your estimate. The homeowner is 100% responsible for the disposal of the materials that are removed, including concrete.

3. Payment.

A 50% deposit is required before a build date is secured and any materials are ordered.

The responsibility resides on the original client for 100% liability of the cost of work, irrespective of any agreements made between neighboring parties regarding payment contributions towards the cost of the fence.

Cancellation of contract after materials are ordered is deemed the clients liability for cost of any materials purchased by Victory Fence Co. On the scheduled project build date; if work is unable to commence due to client delays, a "call off" fee will apply and work will be rescheduled after our last scheduled fence project.

Full payment is due upon completion of work. If there is any delay in full payment, a surcharge fee at 10% of the total fence cost will apply after 7 days from the completion date and each 7 days thereafter.

All goods and materials remain the property of Victory Fence Co. until the complete payment has been made.

4. Property Conditions, Boundaries and Fence Heights.

Location of all underground obstructions is the responsibility of Victory Fence Co. VF will contact Gopher State One Call to schedule a yard survey at least one week prior to your fence project.

Ground conditions and soil compaction is the sole responsibility of the property owner which can affect the strength and durability of the new fence or gate.

Buried objects such as boulders, large rocks and tree stumps, may need to be dug up and will incur extra costs.

The client agrees to clear the fence line of all obstructions such as brush, firewood, personal yard items etc. In the event this is not completed before the crew arrives, additional clearing charges may apply. The client assumes responsibility for any damage to items along the fence line.

If the client requests or it is required that the fence be attached to any structures such as the home, garage or any buildings or walls, etc. Victory Fence Co. shall be held harmless for any damage resulting from such attachment.

Existing problems such as non-squared walls, pillars and brickwork, etc., will affect the quality and visible outcome of our work.

In the event of any masonry or rendered surfaces cracking during core drilling for fence installation, Victory Fence Co. shall not be held responsible.

Water and electricity shall be made available on site at all times during installation period, unless agreed otherwise, as extra costs will be incurred to the Client.

Animals, pets and livestock are the sole responsibility of the property owner during the installation period.

Fence heights may vary due to the asymmetrical terrain along the fence line. When this is present, stepping of the fence may be needed to suit the lay of the land which may result in gaps under the bottom of fence.

If a neighboring side is found to be considerably higher or lower ground level during installation, retainment may be needed to complete fencing work. Victory Fence Co. has no involvement in the decision and costing of retaining between neighbors.

The client shall be responsible for location of survey pegs and boundary lines. Victory Fence Co. shall not be liable for incorrect boundary lines.

Styles of the fence are to be agreed upon by all parties involved. Victory Fence Co. has no involvement in the decision of style selection and our advice on style choice is simply just advice.

The client is responsible to know the city, neighborhood or association rules for their property as it pertains to fences.

5. Build Changes.

Once construction has begun, any additions or changes made by the client will be subject to additional charges. If the client has any concern or feedback in relation to the fence build project, Victory Fence Co. requests that the client share at their earliest convenience.

6. Materials.

Theft or damage to fencing materials during or after installation on client's premises is the sole responsibility of the property owner.

All fence materials used by Victory Fence Co. are all Western Red Cedar.

7. Warranty (1 Year builders Warranty).

Per the warranty on our website, your fence will be covered by the terms of our 1 year Craftsman Warranty.

8. Fence Care.

Please refer to the **FENCE CARE** link on our website (bottom of the page) for proper care of your new fence.