



## **EquiSafe® Global, LLC Installation Terms and Conditions**

The following Terms and Conditions (“Terms”) are applicable to all fence installation services (“Services”) provided by EquiSafe Global, LLC (“Installer”), a Florida corporation, to any individual or entity utilizing such Services (“Buyer”). Acceptance of Installer’s estimate either in writing, by monetary deposit, or by verbal agreement represents acceptance of the Terms.

### **I. Installation Date**

Installer will make every effort to install the fence at the agreed upon date. In the event the crew is deterred, cancelled or rescheduled, the Buyer cannot claim against Installer for any for loss or damage due to such an occurrence.

The Buyer agrees to meet the crew the day of installation to indicate actual fence placement.

### **II. Payment**

Payment for Services requires a 50% deposit due upon placement of the order, 40% due at the halfway point and the final balance is due on the day of completion. Payments must be made to an account designated by Seller, and in US dollars. Payments over \$5000 must be made by electronic funds transfer. Payments under \$5000 can be made via PayPal, Apple Pay or Debit Card (3% fee), or via electronic funds transfer. All prices are subject to change.

### **III. Boundaries and Site Conditions**

The Buyer represents and warrants the legal right to permit erection and/or installation of the fencing or items specified hereunder, and has such authority from the legal and equitable owner of the premises involved. In the event this representation is not true or accurate, Buyer shall absorb all losses, fees and costs associated thereby.

The Buyer is responsible for obtaining all municipal permits; confirm ordinance compliance, and Homeowners Association approvals.

It is the Buyer's responsibility to confirm the fence is installed within the property lines. A survey of the property where the property boundaries are clearly marked with stakes or pins is highly recommended.

Location of all underground obstructions is the Buyer's sole responsibility. Buyer must have all public utilities and private lines such as, but not limited to, pools, sprinklers, drains, propane tanks, and private electric lines marked prior to the installation start date. Installer is not responsible for unmarked or incorrectly marked lines. If said lines are damaged, Buyer shall absorb all associated costs.

The Buyer will provide a clear path to the job site, wide enough to accommodate all materials and equipment. Installer is not responsible for keeping this pathway free of dirt and residue from materials.

Installer is not responsible for any damage or soiling of driveways, walls, walkways, gardens, shrubbery, sod, grading, etc., which occurs while gaining access or performing work in the same proximity. Buyer shall absorb all associated costs.

The Buyer 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 Buyer assumes responsibility for any damage to items along the fence line.

If it becomes apparent that due to underlying rock or foundations that Installer is unable to dig using gas powered augers, and must resort to hand digging or jackhammering post holes, Installer will alert the Buyer, and additional charges will be assessed before work continues.

The fence will be installed to the contour of the existing ground unless agreed otherwise. Fence heights may vary due to the asymmetrical terrain along the fence line. Stepping of the fence may be needed to suit the lay of the land.

If the Buyer requests or it is required that the fence be attached to any structures such as the barn or any buildings or walls, etc., Installer shall be held harmless for any damage resulting from such attachment.

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

#### **IV. Changes**

Should the Buyer make any changes in the layout resulting in reduced footage and extra materials, these materials are non-returnable and must be paid for as agreed.

If the Buyer delays completion of an installation in progress or prevents a mobilized crew from commencing work, additional charges will be assessed for lost time, idle crew members and additional trips to the site. Storage fees may occur if the Buyer further delays the projects completion.