



Terms and Conditions

Cancellation notice: Customer may cancel this transaction without any penalty or obligation within three (3) days from date noted on front of contract. Notice of cancellation must be received by BLK Fence within three (3) days of contract date. Any deposit monies collected by BLK Fence in relation to this contract will be returned within ten (10) business days of BLK Fence receiving cancellation notice.

Any goods or products related to this contract, or to be used in the completion of this contract, will remain the property of BLK Fence until the final balance noted on front of the contract is paid in full. If a customer cancels this transaction within three (3) days from the noted date on contract, they agree to make available to BLK Fence any goods or materials related to this contract, in good condition. If goods are not returned within twenty (20) days of the date of the cancellation, customer agrees to remain financially liable for entire contract price due to BLK Fence.

BLK Fence's liability for any and all claims regarding this contract is limited to the initial contract price. This limitation includes all direct, indirect, special, punitive, consequential, and incidental damages that may result as a breach of this agreement.

Dirt/Spoils remain on site. We will spread dirt piles along the fence or to an area within 100' free of charge (this may require landscaping after installation to return grass to current conditions).

In signing this Proposal, it is assumed that there are no underlying rock formations, hidden foundations, significant tree roots, concrete, pavers and other obstacles on the property which will necessitate jack hammering, drilling, a hydro-vac, or any other unusual conditions involving extra labor in the erection of this fence. Should any of the above conditions be encountered or should any changes be made by the Customer after material purchase is made, charges will be made to cover the actual cost of such work.

Deposit monies (50% of job total) will be used the following business day to purchase materials related to the job.

Customer is responsible for acquiring permits or variance(s) that may apply to the work being done from towns, cities, villages, or other municipalities.

Customer shall provide BLK Fence with an accurate property survey. If you want to install a fence in a location outside of your property lines you need to have permission, in writing, from the owner of that property and also from any municipalities involved and provide copies to us. BLK Fence will not move or re-install a fence free of charge.

Customer is responsible for contacting owners of surrounding properties and informing them that BLK Fence will be commencing work on a set date.

Customer is responsible for clearing fence lines of brush or other debris, including landscape timers, unless otherwise set forth.

Underground locators only mark major utilities. It is the customer's responsibility to mark, or pay to have marked, any personal utilities, including electric, sprinkler systems, drain tile, invisible (dog) fence, propane, septic, gas lines, in-ground pool equipment, etc..

BLK Fence assumes no liability for damage to unmarked or personal utilities.

Quote is based on material pricing at the time of the estimate. This quote is good for thirty (30) days from the noted date. Total job price may be higher than quote if material prices are increased or changes are made to the job description. **Customer will be made aware of any price increase before work commences.**

Customer will allow BLK Fence to take before and after pictures of work area. BLK Fence may use pictures and customer reviews related to this job in marketing and advertising materials and also on websites affiliated with BLK Fence.

This contract cannot be changed or modified unless done so in writing.

BLK Fence will guarantee its professional workmanship of assembly and installation of fence materials for one (1) year from the date installation is completed. BLK Fence shall not be liable under its guarantee for damage or loss arising from misuse, negligence of others, fire, gusts or sustained winds over 55 mpg, Acts of God, or other events reasonably considered to be covered under comprehensive homeowner's insurance. Warranty is in lieu of all other warranties expressed or implied. Warranty is valid only after payment in full has been received by BLK Fence.

Fence posts may heave or sink over time as natural ground movement and temperature changes occur. Extreme heaving or sinking post issues will not be covered under this warranty. For a period of 1 year of noted installation completion date BLK Fence will warranty workmanship defects. Posts may also lean out of level with the overall run of fence over time with natural ground movement or looser soil setting, which would not be covered under warranty.

Warranty shall be void if alterations are made by owner or other third parties to products completed by BLK Fence. This includes attaching things to the fence or railing, such as hanging flower planters, mailboxes, ladder and pool equipment racks, garden hose hangers, etc.

This warranty shall be the customer's sole and exclusive remedy against BLK Fence for any and all loss or damages incurred as a result of the work performed and materials installed.