

Terms & Conditions

In consideration of the terms and agreements expressly set forth herein, along with the face of this order (collectively, the "Agreement"), Fairway Capital, LLC d/b/a Fence & Deck Depot ("Fence & Deck Depot") and Customer hereby agree as follows: Fence & Deck Depot shall provide services as described in the Agreement attached hereto and incorporated by reference herein.

Customer may cancel this contract within three business days. Customer may cancel by delivering a written notice to Fence & Deck Depot by midnight of the third business day after date of the contract in the manner required by law. Unless otherwise stated, quotations expire 30 days from date thereof, and may be modified or withdrawn by Fence & Deck Depot prior to acceptance. Fence & Deck Depot reserves the right to correct all errors and omissions.

Customer represents and warrants that Customer is/are the owner(s) of the above stated property, that all legal title thereto is in the name of Customer as set forth above, and that Customer has the financial strength and ability to pay in full for the services set forth herein. **Customer understands that it is contracting directly with Fence & Deck Depot and that Customer is responsible for payment for all labor and materials furnished, regardless of insurance coverage.** All checks are to be made payable to: Fence & Deck Depot

Payment is due at the time of project completion. Customer agrees to pay in full all amounts when due. In the event that any payment is delayed, interest will accrue beginning on the due date at the rate of eighteen per cent (18%) per annum, or the highest legal rate of interest, whichever is greater. Customer agrees to pay a \$50.00 return check charge for all dishonored checks. Customer agrees that its remedies for any breach by Fence & Deck Depot shall be limited to replacement of merchandise or services rendered. **In no event may Customer recover damages greater than the purchase price actually paid by Customer.** In no event shall Fence & Deck Depot be liable for incidental or consequential damages. In the event that a payment is more than thirty days past due, any discount or promotional price shall be void.

In the event that Customer breaches this Agreement, Customer shall be responsible, in addition to restocking fees and all other amounts due under this Agreement, for all costs and expenses incurred by Fence & Deck Depot in enforcing the terms of this Contract, including, but not limited to, attorneys' fees, Court costs, all costs of collection and collection agency fees. Customer agrees to venue and jurisdiction in the Circuit Court of St. Louis County, Missouri at Fence & Deck Depot's sole option.

All work shall be completed in a workmanlike manner in accordance with generally accepted construction guidelines and in adherence to local codes in effect at the time of this Agreement. Unless otherwise provided for in a writing signed by an authorized agent of Fence & Deck Depot, Customer shall be responsible for procuring any and all fence permits required by any governing entity. Customer is responsible for procuring approval of any relevant homeowner's association or similar entity. Fence & Deck Depot is hereby authorized, in accordance with the terms of this Contract, to utilize such contractors or subcontractors as, in its sole discretion, are necessary to fulfill the terms of its obligations set forth herein. Fence & Deck Depot shall not be liable for delays or damages caused by strike, material shortages, labor shortages, weather or conditions unavoidable and beyond its control. Fence & Deck Depot reserves the right to refuse any Customer or Agreement without any liability or recourse whatsoever with respect to the customer. All terms and conditions of this agreement must be complied with by Customer or Fence & Deck Depot shall be relieved from further performance and retains all of its rights set forth herein, including payment for that portion of the services that have been performed. Fence & Deck Depot is only responsible for the work described above and in fully executed change orders. Upon request, Fence & Deck Depot shall provide an inspection. Customer shall be responsible for the full cost, including shipping and storage, of any special-order items, regardless of whether such items are actually installed.

Once Fence & Deck Depot and Customer have entered into this Contract, if it is discovered that there are unusual conditions or obstructions, either of which require a change of the work to be performed, Fence & Deck Depot may increase the price of the job as required. Fence & Deck Depot shall promptly notify Customer of such increases and shall be relieved from the obligation to continue working until such time as Customer accepts, in writing, such increase in price as agreed between the parties. Fence & Deck Depot shall be entitled to payment for all services provided up to the point of termination of work if an increased price is not agreed upon. Customer shall carry the risk of loss for all work and/or materials delivered or installed into the premises.

Customer will provide utilities necessary to carry out the services described herein. The parties expressly agree that identifying and locating electric, gas, cable, phone and any other wire or lines, buried or otherwise, is the responsibility of the Customer and is a condition precedent to Fence & Deck Depot's obligation to perform and Customer assumes any and all liability arising from disruptions thereto. Fence & Deck Depot will have "public" lines marked before installation including electric, cable, gas, communication, water, sewer lines. Customer assumes liability for damages to services, property and injury if Customer directs digging within two feet of known lines. Fence & Deck Depot is not responsible for damage to private lines including but not limited to sprinkler and pool lines, as well as concrete, brick, pool equipment or adjacent landscaping during installation. Fence & Deck Depot assumes no responsibility for damages incurred to property resulting from the delivery of materials, supplies or equipment. Fence & Deck Depot is not responsible for damage to the property which is a result of normal construction activities. All surplus materials belong to Fence & Deck Depot. Fence & Deck Depot may use Customer's driveway to park, unload materials and equipment and is released from any and all liability if damage to the driveway or sidewalks were to occur. Trimming of trees, bushes, shrubs and plants are the Customer's responsibility unless the parties expressly agree otherwise, in writing. Fence & Deck Depot is not responsible for removing or hauling away any dirt other materials unless the parties expressly agree otherwise in a writing which establishes a charge for this service. Customer assumes full responsibility of actual fence location, whether or not assisted by Fence & Deck Depot. This Agreement is conditioned upon the fence path and gate swing being clear of any obstruction for installation.

Goods furnished by Fence & Deck Depot are the products of reputable manufacturers. Fence & Deck Depot shall use its best efforts to obtain warranty documentation from each manufacturer, which will be furnished upon request. Except as to title **THERE ARE NO WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY**, relating to the described goods which extend beyond that described in this paragraph. **NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

All sales are expressly conditioned on Customer's agreement to the terms and conditions of this agreement. This Contract represents the entire agreement between the parties and there are no oral or written understandings or representations which add to or modify this Contract. Any different or additional terms and conditions proposed by Customer in a purchase order or otherwise, are objected to by Fence & Deck Depot and will not be binding upon Fence & Deck Depot unless specifically assented to in writing by an authorized representative of Fence & Deck Depot. No modification or addition to this agreement shall be valid or binding unless expressly set forth in writing and signed by the parties. Further, the parties represent that they have full authority to enter into this Contract and that there are no undisclosed, hidden or unidentified problems or issues which would affect Fence & Deck Depot's performance. This agreement is subject to final approval by Fence & Deck Depot.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign electronically and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other electronic transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

"Fence & Deck Depot generally adheres to the Building Officials and Code Administrators International, Inc.'s National Codes and Standards ("BOCA") in connection with the work it performs. Certain jurisdictions have adopted building codes with standards that do not meet the BOCA requirements. While Fence & Deck Depot recommends that all work be performed in accordance with BOCA standards, if requested by Customer, Fence & Deck Depot, may, at its option, agree to perform its work in accordance with such building codes applicable to Customer's property, even where such codes do not require BOCA standards to be met. In such instances, Fence & Deck Depot shall have no liability to Customer for deviating from BOCA standards so long as the jurisdictional codes applicable to Customer's property are followed and Customer shall hold Fence & Deck Depot harmless from and indemnify Fence & Deck Depot against any and all claims, actions, liabilities, damages, losses, judgments, settlements, costs and expenses of any kind (including actual attorneys' fees) incurred by Fence & Deck Depot in connection with such work."

K. A. [Signature]

IN WITNESS WHEREOF, the parties hereto have executed this Service Contract effective the date and year first above.

MECHANIC'S LIEN PROTECTION - Notice is hereby provided in accordance with Missouri law (R.S.Mo 429.012 et seq):

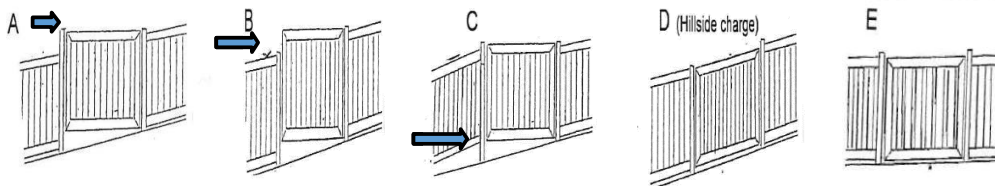
NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIALS OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.


CUSTOMER ACKNOWLEDGEMENT, Fence – Fence & Deck Depot

- 1 Customer is encouraged to be home during the installation of the fence. At a minimum Customer should be home at the start and end of the installation.
- 2 Trimming of trees, bushes, shrubs and plants are the Customer's responsibility unless contracted. Trees and bushes will be cut back to F&DD's discretion if not properly marked what to be removed; Customer shall accept related additional charges.
- 3 F&DD does not haul away dirt unless contracted per lineal foot of fence,
- 4 Customer assumes full responsibility of actual fence location (including properly identifying Customer's property lines), whether or not assisted by F&DD.
- 5 The fence line will follow the terrain unless otherwise specified in the Estimate.
- 6 Gates and material are subject to manufacturer nominal sizing.
- 7 Fence will be installed per the diagram in the Estimate.
- 8 Crew wait time due to errors not at the fault of F&DD is billable at \$125.00 per hour.
- 9 Concrete from prior fence will be removed for no charge only for corner, gate, and end posts. Otherwise, concrete from prior fence will not be removed without an additional charge. Customer is solely responsible for ensuring that any prior fence (or portion thereof) to be removed by F&DD under this Contract is owned by Customer and that Customer has the right to direct the same to be removed by F&DD. Customer agrees to hold F&DD harmless from and indemnify F&DD against any costs or liability F&DD incurs as a result of the removal of any prior fence (or portion thereof).
10. Customer is responsible for acquiring any and all permits required by local, state or other governmental authorities and/or subdivision organizations (HOA) for the work covered hereunder. Customer agrees to assume full responsibility for the fence or other product installation location, type and style and agrees to hold F&DD harmless from and indemnify F&DD against any costs or liability F&DD may incur should any aforementioned entity or any neighboring property owner require the adjustment, relocation, reinstallation or reconstruction of all or any part of the products furnished or installed by F&DD.
11. F&DD will have all public utilities marked before installation including electric, telephone, gas and cable TV. F&DD agrees to take every precaution not to damage non-visible underground facilities including without limitation, underground wiring, sprinkler systems, drain lines, water, or sewage lines, etc. in areas of excavation, fence construction, or the performance of other installation services but assumes no liability if damage occurs, nor the responsibility for removing, relocation, or replacement of same. Customer assumes liability for all damage(s) to these underground facilities.
12. Wood, when used in the elements, has the likelihood of warping, raised grain, splitting, checking, twisting, shrinking, swelling, cupping, bending, bowing, and discoloring. Therefore, the limited warranty from the manufacturer may only cover rot, decay and insect damage and not any of the aforementioned conditions. Wood is unpredictable and may have movement as described herein and is not a covered warranty item. If Customer requests replacement of affected wood, then Customer shall pay F&DD's standard charges.


13. Hill side gate



Hillside Gate Selection: N/A

Customer Signature: 

April 24, 2026

Fence and Deck Depot representative: 

April 24, 2026



Workflow Reference: 5c36bd50-3ff3-11f1-b714-064656b5a343

PARTICIPANT

DETAILS

	Process started 24-Apr-2026 11:59 AM EDT
kert_rosenkoetter@hotmail.com kert_rosenkoetter@hotmail.com IP Address: 24.182.227.131	Document viewed 24-Apr-2026 11:55 AM EDT Reference ID: ff104618-3ff5-11f1-b714-064656b5a343
kert_rosenkoetter@hotmail.com kert_rosenkoetter@hotmail.com IP Address: 24.182.227.131	Document accepted & signed 24-Apr-2026 11:58 AM EDT Reference ID: ff104618-3ff5-11f1-b714-064656b5a343
Billy Woodson bwoodson@fencedepotco.com IP Address: 24.107.209.59	Document viewed 24-Apr-2026 11:58 AM EDT Reference ID: 769a3c60-3ff6-11f1-ba51-92fc23707297
Billy Woodson bwoodson@fencedepotco.com IP Address: 24.107.209.59	Document accepted & signed 24-Apr-2026 11:59 AM EDT Reference ID: 769a3c60-3ff6-11f1-ba51-92fc23707297
	Document has been completed 24-Apr-2026 11:59 AM EDT
