

# Fence Guys

## Repair Service Agreement

2408 W. Newhope Rd., Rogers, AR 72758 | Phone: 479-721-6783

### Scope of Work

This agreement covers on-site fence repairs and/or access control service performed by a Fence Guys technician. The work will be billed based on time and materials. No formal estimate will be provided prior to starting work. The customer agrees to proceed based on the pricing structure below.

### Pricing

- First Hour: \$375 (includes labor, excludes materials)
- Each Additional Hour: \$150/hour (billed in 60-minute increments)
- Materials: Billed at cost plus 20%
- Trip Charge: Included in first hour rate
- Note: Time begins when technician arrives and ends when technician departs.

### Customer Authorization

I, the undersigned, hereby authorize Fence Guys to perform repair or access control service work as discussed with the technician. I understand and agree to the time and materials billing structure outlined above. I understand that final costs will vary depending on actual time and materials required to complete the work.

I acknowledge and agree to the following:

- Fence Guys will not be responsible for pre-existing damage, concealed conditions, or systems not visible at the time of service.
- Repairs are warranted for 30 days for labor only. Manufacturer warranties apply to materials, if available.
- Fence Guys may refuse service if conditions are unsafe or beyond the scope of this agreement.
- Payment is due in full upon completion of work, unless otherwise agreed in writing.

### Limitation of Liability

Fence Guys shall not be liable for any indirect, incidental, or consequential damages arising out of or related to this service. Liability for damages is limited to the amount paid by the customer under this agreement.

# Fence Guys

## **Right to Photograph or Record Work**

Customer grants Fence Guys permission to take photographs or videos of the work site before, during, and after completion for documentation, insurance, and promotional purposes.

## **Indemnity Clause**

Customer agrees to indemnify and hold harmless Fence Guys and its employees from any and all claims, liabilities, damages, or expenses arising out of or related to the services performed, except those resulting from gross negligence or willful misconduct.

## **Access and Obstruction Clause**

Customer shall provide unobstructed access to the work area. Any delays caused by obstructions, locked gates, or hazardous conditions may result in additional time charges.

## **Weather Delay / Force Majeure Clause**

Fence Guys shall not be held liable for delays or failure to perform due to causes beyond its reasonable control, including but not limited to weather conditions, natural disasters, or supplier delays.

## **Non-Warranty Clause for Pre-existing Conditions**

Fence Guys is not responsible for failures or additional damage to adjacent structures, gates, or systems not directly repaired by our technician. Repairs are limited to the scope of work discussed and authorized.

## **No Warranty On Repairs Clause**

Fence Guys provides repairs on a time and materials basis only. Due to the condition of existing materials, exposure to weather, and other unpredictable factors, no warranty is expressed or implied on any repair work performed. The same issue may reoccur and is not covered under any warranty unless otherwise agreed to in writing.

## **Dispute Resolution Clause**

In the event of a dispute, both parties agree to attempt resolution through mediation or arbitration before pursuing formal legal action. This agreement is governed by the laws of the State of Arkansas.

# Fence Guys

## **Acknowledgment of No Estimate Provided**

Customer acknowledges that no formal quote or estimate has been provided. Final cost is based solely on time and materials used.

## **Minimum Charge and Start of Billing**

The first-hour fee of \$375 is non-refundable once the technician begins work, including diagnostic or preparatory tasks.

## **Charge Authorization**

Customer authorizes Fence Guys to charge the total amount due upon completion of work using payment method provided.

## **Returned Payment / Late Fees**

Returned payments are subject to a \$35 fee. Balances unpaid after 7 days may incur a 1.5% monthly late fee.

## **Pet, Gate, or Property Safety Clause**

Customer is solely responsible for securing pets and ensuring the technician has safe and legal access to the work area. Fence Guys is not liable for animals that escape due to unsecured gates or property.

## **Digital Signature Legality**

Customer agrees that digital signatures are legally binding and enforceable under applicable Arkansas and federal law.

## **Assumption of Risk Clause**

Customer acknowledges that repair work involves tools, equipment, and potential hazards. Customer and any occupants agree to maintain a safe distance from the work area and assume all risk if they enter the job site during service.

## **Damage to Landscaping or Surroundings**

Fence Guys is not responsible for incidental damage to landscaping, irrigation systems, driveways, underground objects, or other surface features during the course of normal repair activity unless due to gross negligence.

# Fence Guys

## Undisclosed Site Conditions

Customer affirms that no hidden hazards, wiring, gas lines, or foreign materials are present within the work area unless disclosed in writing. Fence Guys is not liable for damage or injury caused by undisclosed site conditions.

## Material Availability and Delays

Fence Guys is not liable for delays caused by the need for special-order parts, material availability, or conditions outside our control. Additional time to return and complete work may be billed separately.

## Compatibility and Lifespan Limitations

Repairs are made using the best available methods at the time of service. Fence Guys does not guarantee compatibility with existing components or future performance of aged or worn systems.

## Weather-Related Damage Disclaimer

Fence Guys is not responsible for damage caused by severe weather, high winds, flooding, or other acts of nature following completion of work.

## Emergency Stop Authority

Technicians have the right to stop work at any time due to unsafe conditions, hostile behavior, or risk to life/safety. In such cases, the customer remains responsible for time and materials incurred up to that point.

## Customer Acknowledgment & Signature

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Technician Name: \_\_\_\_\_

Technician Signature: \_\_\_\_\_

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_