



# TERMS & CONDITIONS

## *TERMS & CONDITIONS TO FENCE INSTALLATION*

Contract Signee Referred to As Customer or Property Owner

### **Property Lines, Survey, and Fence Placement**

Customer acknowledges and agrees that the identification and accuracy of all property lines, boundary markers, and survey pins are the sole responsibility of the Customer. Customer shall clearly mark, locate, and approve the proposed fence placement prior to installation. Venture Fence does not perform boundary surveys, does not verify property lines, and relies exclusively on the information and direction provided by the Customer when installing the fence.

If property lines are not clearly identified, disputed, or uncertain, Customer understands that a licensed Minnesota land surveyor will likely be required to properly establish the legal boundary prior to installation. Venture Fence shall not be held responsible for fences installed on or encroaching upon neighboring properties, easements, rights-of-way, or other restricted areas based on incorrect or incomplete information provided by the Customer.

Customer agrees to indemnify and hold harmless Venture Fence from any claims, damages, fines, removal costs, or legal disputes arising from incorrect property line location, boundary disputes, or required fence relocation. Any removal, relocation, or modification of the fence due to improper placement or boundary determination shall be performed at the Customer's expense and may require a new agreement or additional charges.

### **Underground Utilities & Locates**

Venture Fence will contact Gopher State One Call (811) prior to installation to request the marking of public underground utilities, as required by Minnesota law. Customer acknowledges that 811 locates public utilities only and does not mark private utilities. Customer is solely responsible for identifying, locating, and marking all private underground utilities prior to installation. Private utilities may include, but are not limited to, irrigation/sprinkler systems, invisible dog fences, private electrical lines, gas lines, water or sewer laterals, drainage systems, outdoor lighting, data or communication lines, and any other privately installed underground improvements.

Customer further agrees that if they request or approve digging, post driving, or fence installation within twenty-four inches (24") of any marked utility, whether public or private, the Customer assumes all risk and shall be solely responsible for the cost of any damage, repairs, or service interruptions resulting from such work. Venture Fence shall not be held liable for damage to underground utilities that are unmarked, improperly marked, privately owned, or located within the approved work area as directed by the Customer.

### **Fence Grade & Topography**

Customer acknowledges that the fence will follow the existing natural grade and topography of the property unless otherwise specified in writing. Venture Fence installs fencing to accommodate changes in elevation using industry-standard methods, which may include stepping, racking, or sloping sections as determined appropriate by Venture Fence at the time of installation. Minor gaps at the bottom of the fence may occur due to changes in grade, soil conditions, drainage requirements, or local code compliance and are considered normal and acceptable. Venture Fence is not responsible for modifying site conditions, regrading soil, or altering landscaping to achieve a level or flush appearance unless such work is expressly included in the contract.

### **Permits & HOA Approval**

Customer is solely responsible for determining whether Homeowners' Association (HOA) approval, architectural review, or permits are required for the proposed fence installation. Customer agrees to obtain all required approvals and permits prior to the scheduled installation date and shall be responsible for all associated fees and costs. Venture Fence does not guarantee compliance with HOA rules, covenants, or local ordinances unless expressly stated in writing.

Any delays, stoppages, rescheduling, or time lost after work has commenced due to the Customer's failure to obtain required HOA approval or permits shall be at the Customer's expense. Additional charges may apply for remobilization, labor delays, or changes required to comply with HOA or permitting requirements.



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### **Payment Terms, Deposits & Non-Payment**

A non-refundable deposit equal to ten percent (10%) of the total contract price is due upon booking to secure scheduling. A larger deposit may be required for projects involving custom-fabricated, special-order, or non-standard stock materials. Deposits are applied toward the total contract price and are non-refundable once materials are ordered or scheduling is confirmed.

The remaining balance is due in full immediately upon completion of the fence installation, unless otherwise stated in writing. Failure to remit payment when due constitutes a material breach of this agreement. Any unpaid balance may accrue interest at the rate of 1.5% per month (18% annually) or the maximum rate permitted under Minnesota law, whichever is less. Customer agrees to be responsible for all reasonable costs of collection, including administrative fees, legal fees, and court costs, to the extent permitted by law.

In the event of non-payment, Customer hereby grants Venture Fence the right to access the property at reasonable times for the purpose of removing the installed fencing and related materials without liability for trespass or damages. Title to all materials and workmanship shall remain with Venture Fence until payment is received in full. Nothing herein shall waive Venture Fence's right to pursue any additional remedies available under Minnesota law, including lien rights and other lawful relief.

### **Changes to Scope of Work**

Customer agrees to notify Venture Fence as far in advance as reasonably possible of any requested changes to the scope of work, including but not limited to fence layout adjustments, gate additions or removals, access changes, or material selections. All changes must be approved by Venture Fence and may require a written change order prior to implementation.

Changes requested with insufficient notice that result in delays, rescheduling, additional site visits, remobilization, or material reordering may result in additional charges and/or revised scheduling at Venture Fence's discretion. Venture Fence shall not be responsible for delays or increased costs caused by last-minute or unapproved changes requested by the Customer.

Customer further acknowledges that certain projects may require custom-fabricated, special-order, or non-standard stock materials that are ordered specifically for the Customer's project. If changes to the scope of work are requested after such materials have been ordered or paid for, Customer agrees to be responsible for all associated costs, including but not limited to the full purchase price, restocking fees, return shipping, storage costs, or materials that are non-returnable or no longer usable for the project.

### **Photography, Video & Marketing Use**

Customer grants Venture Fence the irrevocable right to photograph and/or record video of the fence installation and completed project for documentation and marketing purposes. Customer agrees that such images or recordings may be used by Venture Fence, without limitation, for marketing, advertising, promotional, educational, or portfolio purposes, including but not limited to use on websites, social media platforms, online listings, printed materials, signage, and other forms of media now known or hereafter developed.

Customer acknowledges that no compensation, royalties, or additional consideration shall be owed for such use. Venture Fence agrees that no personally identifying information of the Customer (including names or addresses) will be disclosed without prior written consent, unless otherwise required by law.

### **Entire Agreement, Governing Law & Electronic Signatures**

This agreement constitutes the entire understanding between the Customer and Venture Fence and supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral. No modification or amendment to this agreement shall be valid unless made in writing and signed by both parties.

This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. If any provision of this agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Customer acknowledges that they have read, understand, and agree to all terms and conditions contained in this agreement. Electronic signatures, digital acknowledgments, and electronically transmitted copies of this agreement shall be deemed valid and binding to the same extent as original handwritten signatures.