



January 22, 2017

Deer Park, TX

Fence Install

Option 1

50 L/F of Twisted Wrought Iron Pickets
2"x2" Posts
1"x1" Top and Bottom Rail
48" Tall
6"x 6"x 50' Concrete Beam

Install Total

Total: \$5,161.00

Option 2

50 L/F of Square Wrought Iron Pickets
2"x2" Posts
1"x1" Top and Bottom Rail
48" Tall
6"x 6"x 50' Concrete Beam

Install Total

Total: \$3,050.00

WARRANTY:

The following warranty offered by Gray Layne Construction is non-transferable and limited to the client listed on page 1 of this Proposal and Contract.

All further references to Gray Layne Construction shall be known as the "Company."

The Company warrants its workmanship for a period of One (1) Year from completion of the project. The Company warrants workmanship only to the extent of the purchase price. Company passes along to client all manufacturer warranties offered to the Company.

The Company warrants the construction and installation of Hardscape [Pavers, Flagstone, Slate and Tile], Patio, Walls, Fences, Stone-Work, and Decks, for a period of a One (1) Year Period from completed project. Notice should be provided to Company within the One-Year period of a defect that the client feels is caused by improper installation/construction. Excluded from this warranty is damage/shifting/spacing/drainage/flooding to homes structure, interior, walkways, patios, pool deck, pools, plaster, lighting, or any item installed by the Company that is caused by an "Act of God" such as: Drought, Freeze, Wind, Rain, Flood, other Contractor Renovations, or any condition beyond the control of the Company. The company is not responsible of window integrity during transportation of windows to job site or during staging. Broken or Damaged windows are the responsibility of the Home Owner/Builder.

Warranty response time is 1 to 3 weeks. The Company will assess the condition of the warranty work and, of valid, will schedule a repair. Company schedules may fluctuate due to weather related circumstances. If the reported damage is not covered under this Warranty or if it is reported past the One (1) Year Warranty period, the Company will contact the client with a cost for the repair.

NON-PAYMENT OF THE FINAL INVOICE AND ANY CHANGE ORDERS VOIDS ALL WARRANTIES.

COMPANY RESPONSIBILITIES & RESERVATIONS:

The Company reserves the right to photograph final project for the express use of Portfolios, Trade Shows and Media Advertising.

Sprinkler & Drainage lines cannot be marked and cannot be seen. Construction may result in a "hit" to the line. The Company is not responsible for repairs to a "hit". However, as a courtesy, the Company may repair a "hit" free of charge. If the client chooses to have others repair the sprinkler/drainage system during or after construction, the Company is not responsible for repair costs or warranty when repaired by someone other than the Company.

For your protection the Company has General Liability Insurance and can provide a copy with this contract, if requested. Any claims to insurance are limited to the price of the Client contract and Client agrees that any claim shall not exceed the limits of the policy.

When working in a Pool Area; the Company is not responsible for the repair or replacement of Pool Tile, Coping, Plumbing, Structure, Gunite, Electrical, Pipes, Fittings, Skimmers, Seals, Fiber Optics, and / or other items related to the project unless specifically included in the contract. During Removal of an Old Pool Deck, although rare, the Company cannot guarantee against cracking in the pool structure, pool coping or pool tile. The Company is not responsible for the possibilities which may arise during a pool remodel that are beyond the Company's control.

PAYMENT TERMS:

All work as specified in the contract shall be completed in a professional manner according to standard industry practices. Any alteration from the specifications in this Proposal and Contract involving additional costs will be executed upon a written "CHANGE ORDER" requested and signed by the Client and shall be billed as an extra charge. Client is responsible for necessary Permits and Fees incurred for inspections (if needed) and are not included in the Proposal and Contract; and, shall be billed over and above the contracted price. Changes to the final project resulting from inerrant plots or surveys supplied by client would result in a cost over and above the contracted price. All contracts and agreements are contingent upon delays beyond Company control such as: Rain/Water Saturation/Strikes/Material Shortages/Etc. Incremental Progress Payments are to be made in accordance with the Payment Terms as follows:

- 30% Deposit Due at Signing
- 30% Payment due at Project Start
- 30% Payment at Substantial Completion
- 10 % Payment at Project Completion

- Acceptance of this Proposal upon Signature of the Client becomes a contract between the two parties.
- Cancellation of this Proposal and Contract by Client prior to installation is subject to a (25%) Penalty of Contract Price to cover "Time/Material/Re-Stocking Fees."
- Should any payment not be paid as specified above, Gray Layne Construction reserves the right to stop construction of the project and repossess all materials used on the job without recourse.
- Client could be subject to a "LIEN" placed by Company as well as Material Vendors and Sub-Contractors remaining unpaid until Final Balance is paid in full.
- All disputes shall be resolved through Mediation & Fast Track Binding Arbitration. Legal Fees shall be paid by the party [Client] responsible for non-payment.

ACCEPTANCE OF PROPOSAL:

Client or Authorized Company Representative

Gray Layne Construction by Logan Lippoldt

Spouse or Additional Responsible Party

Date Signed by Client/Company