



Awesome Job

Fence & Deck

THIS SERVICE AGREEMENT is dated 09/07/2023

QUOTE IS VALID FOR 7 DAYS FROM DATE

Client Name: Austin Ford

Client Email: austinford56@gmail.com

Client Address: Old River Road Subdivision

SERVICES PROVIDED

1. The client hereby agrees to engage the Contractor to provide the client with the following service:
DEMO 478 FT OF CONCRETE FENCING. INSTALL 478 FT OF HORIZONTAL FENCING, 8 FT TALL USING 2X6 FOR HORIZONTALS THAT WILL OVERLAP EACH OTHER 2 INCHES SO THERE IS NO GAPPING, 4X4 GALVANIZED POSTS CONCRETED 4 FT DEEP EVERY 8 FT, 2X2 GALVANIZED POSTS WILL BE CENTERED IN EVERY PANEL TO KEEP FENCE FROM BOWING AND THEY WILL ALSO BE CONCRETED 4 FT DEEP. THERE WILL BE A 2X10 TOP CAP WITH A TRIM BOARD. ALSO WILL INSTALL SEAM COVERS EVERY 4 FT TO HIDE SCREWS. ADD (6) 8 FT COLUMNS AND (4) 4 FT COLUMNS, MATERIAL WILL BE WHITE LIMESTONE. (\$1,500 FOR EACH 8 FT COLUMN, \$900.00 FOR EACH 4 FT COLUMN). ADDING ALUMINUM FLASHING ALONG THE BOTTOM 2X6'S. ALSO WILL REPLACE ANY SOD THAT MAY GET DESTROYED DURING BUILDING PROCESS
2. The services will also include any other tasks which the parties may agree on. The contractor hereby agrees to provide such services to the client.

TERM OF AGREEMENT

3. The term of the agreement will begin on the date of this agreement and will remain in full force and effect until the completion of the services, subject to earlier termination as provided in this agreement. The term may be extended with the written consent of the parties.

PERFORMANCE

4. The parties agree to do everything necessary to ensure that the terms of this agreement take effect

CURRENCY

5. Except as otherwise provided in this agreement, all monetary amounts referred to in this agreement are in USD.

COMPENSATION

1. The total cost of job is \$79,600
2. 80% of job is due up front for materials \$63,680.00
3. Remaining 20% is due upon completion of job \$15,920.00

REIMBURSEMENT OF EXPENSES

4. The contractor will be reimbursed from time to time for reasonable and necessary expense incurred by the contractor in connection with providing services.
5. All expenses must be pre-approved by the client

PENALTIES FOR LATE PAYMENT

6. Any late payments will trigger a fee of 10% per month on the amount still owing.

CONFIDENTIALITY

7. Confidential information refers to any data or information relating to the client, whether business or personal, which would reasonably be considered to be private or proprietary to the client and that is generally known and where the release of that confidential information could reasonably be expected to cause harm to the client.
8. The contractor agrees that they will not disclose, divulge reveal, report or use, for any purpose, any confidential information which the contractor has obtained, except as authorized by the client or as required by law. The obligations of confidentiality will apply during the term and will survive indefinitely upon termination of this agreement.
9. All written and oral information and material disclosed or provided by the client to the contractor under this agreement is confidential information regardless of whether it was provided before or after the date of this agreement or how it was provided to the contractor.

RETURN OF PROPERTY

10. Upon expiration or termination of this agreement, the contractor will return to the client any property, documentation, records, or confidential information which is the property of the client.

CAPACITY/INDEPENDENT CONTRACTOR

11. In providing services under this agreement it is expressly agreed that the contractor is acting as an independent contractor and not as an employee. The contractor and the client acknowledge that this agreement does not create a partnership or joint venture between them, and it is exclusively a contract for service.

RIGHT OF SUBSTITUTION

12. Except as otherwise provided in this agreement, the contractor may, at the contractors absolute discretion, engage a third party sub-contractor to perform some or all the obligations of the contractor under this agreement and the client will not hire or engage any third parties to assist with the provision of the services.
13. If the contractor hires a sub-contractor
 - a. The contractor will pay the sub-contractor for its services and the compensation will remain payable by the client to the contractor.
 - b. For the purpose of the indemnification clause of this agreement, the sub-contractor is an agent of the contractor

AUTONOMY

14. Except as otherwise provided in this agreement, the contractor will have full control over working time, methods, and decision making in relation to provision of this agreement. The contractor will work autonomously and not at the direction of the client. However, the contractor will be responsive to the reasonable needs and concerns of the client.

EQUIPMENT

15. Except as otherwise provided in this agreement, the contractor will provide at the contractor's own expense, any and all tools, machinery, equipment, workwear and any other items or parts necessary to deliver the services in accordance with this agreement.

NO EXCLUSIVITY

16. The parties acknowledge that this agreement is non-exclusive and that either party will be free, during and after the term, to engage or contract with third parties for the provision of services similar to the services.

NOTICE

17. All notices, requests, demands or other communications required or permitted by the terms of this agreement will be given in writing and delivered to client and contractor.

MODIFICATION OF AGREEMENT

18. Any amendment or modification of this agreement or additional obligation assumed either party in connection with this agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

TIME OF THE ESSENCE

19. Time is of the essence in this agreement. No extension or variation of this agreement will operate as a waiver of this provision.

ASSIGNMENT

20. The contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this agreement without the written prior consent of the client.

ENTIRE AGREEMENT

21. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this agreement.

ENUREMENT

22. This agreement will ensure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

GOVERNING LAW

23. This agreement will be governed by and construed in accordance with the laws of the State of Texas.

SEVERABILITY

24. In the event that any of the provisions of this agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the valid or unenforceable parts severed from the remainder of this agreement.

WAIVER

25. The waiver by either party of a breach, default, delay or omission of any of the provisions of this agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal

CLIENT

DATE

CONTRACTOR

DATE



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ADDENDUM

ADDITIONAL SERVICES PROVIDED THAT ARE NOT INCLUDED IN ORIGINAL CONTRACT, ALL TERMS OF ORIGINAL AGREEMENT STILL APPLY.

COMPENSATION

- 26. The total cost of job is \$
- 27. The total amount of materials \$
- 28. Client agrees to pay 100% of materials up front.
- 29. Client agrees to pay 10% of total up front. That amount is \$
- 30. Once 50% of services are completed, client agrees to pay 25% of remaining balance of. That amount is \$
- 31. Once 100% of services are completed, client agrees to pay remaining balance. That amount is \$

REIMBURSEMENT OF EXPENSES

CLIENT

DATE

CONTRACTOR

DATE