



**FLORIDA STATE FENCE
TERMS / CONDITIONS & RECOMMENDATIONS OF SALE**

SUBJECT TO CHANGE WITHOUT NOTICE

1. This quote has been arranged as a total package and any **alterations/deletions** to work required would require a **new quotation** to be re-issued.
2. Florida State Fence assume you have consulted with any adjoining neighbours and home association if applicable as to whether approval is needed for any work carried out involving retaining walls, fencing heights, fence styles, front yard fencing etc.
3. Florida State Fence accepts no responsibility for the ground where the fence is installed. Florida State Fence will not accept liability for fence stability or uneven spacing under the fence where the owner has not properly levelled or stabilized the ground.
4. Any **unexpected obstructions** found under the ground **that cannot be readily overcome**, shall become the owner's responsibility to remedy, before work shall recommence, at a time convenient to both parties. Florida State Fence is not responsible for unmarked utility lines or sprinkler lines.
5. Florida State Fence will not be held responsible for storm or strong wind damage. If damage occurs in these conditions, it becomes an insurance claim.
6. This quotation is open for acceptance for a period of **30 days** from the date of the quote. Acceptance after this will be at the company's discretion and subject to written agreement / acceptance by the company.
7. Customer agrees to, hold harmless and indemnify Florida State Fence from and against any and all claims, lawsuits and liabilities, including the costs of litigation and reasonable attorneys' fees, arising out of the customers' breach of this Agreement, their respective negligent acts, errors or omissions or willful misconduct.
8. Any theft of fencing products from site during construction of fence is an insurance matter and is not covered by Florida State Fence.
9. Neither party shall have the right to assign or subcontract any of its obligations or duties under this agreement, without the prior written consent of the other party, which consent shall be in the sole determination of the party with the right to consent.
10. This agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.
11. If any provision of this agreement shall be declared by any court of competent jurisdiction to be illegal, void, or unenforceable, the other provisions shall not be affected but shall remain in full force and effect. If the non-solicitation or non-competition provisions are found to be unreasonable or invalid, these restrictions shall be enforced to the maximum extent valid and enforceable.
12. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.
13. The breaching party in any dispute under this agreement shall pay all costs and expenses, including expert witness fees and attorneys' fees, incurred by the non-breaching party in resolving such dispute. Likewise, if a legal action is initiated arising out of or relating to the alleged performance or non-performance of any right or obligation established in this Agreement, the prevailing party in such an action shall be entitled to seek reimbursement of all fees and costs associated with such action.
14. This Agreement shall be construed and regulated under and by the laws of the State of Florida. The parties hereby agree that the venue of any action, proceeding, counterclaim, crossclaim or other litigation relating to, involving or resulting from this Agreement shall be in Hillsborough County, Florida.
15. Failure to read these TERMS / CONDITIONS & RECOMMENDATIONS although asked to on your quotation is no excuse to any avoidance of these points listed above.