



# CONTRACT

JOB NAME Raymond Basiri  
 JOB ADDRESS 1139 Comond dr.  
 JOB CITY El Dorado Hills ZIP CODE 95762  
 PHONE 916-300-8035  
 EMAIL raminbasiri@yahoo.com

NEIGHBOR \_\_\_\_\_  
 Or BILLING \_\_\_\_\_  
 \_\_\_\_\_  
 PHONE \_\_\_\_\_  
 EMAIL \_\_\_\_\_

**GENERAL EXISTING CONDITIONS**

- TERRAIN  FLAT  SLOPE  DIFFICULT
- FENCE EXISTS?  NO  YES STYLE \_\_\_\_\_
- CONDITION OF EXISTING FENCE? \_\_\_\_\_ CAUSE OF DAMAGE? \_\_\_\_\_
- REMOVE EXISTING \_\_\_\_\_ LIN FT OF FENCE. HAUL OFF PROPERTY BY  CONTRACTOR  OWNER
- VEGETATION  NO  YES **Customer to clear Vegetation a minimum of 2' from both sides of fence line, unless otherwise noted.**

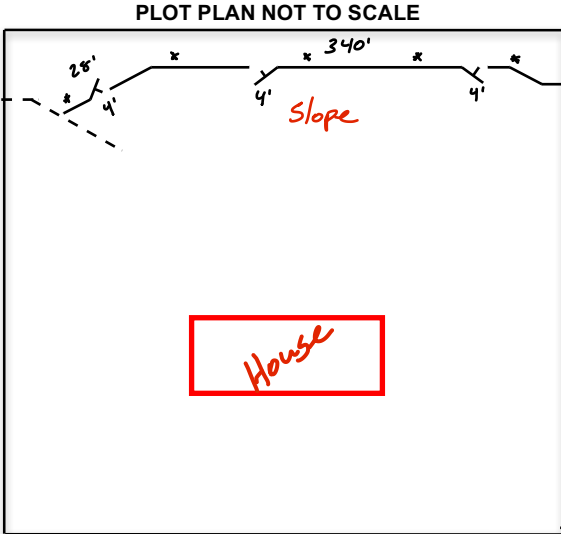
**NEW FENCE SPECIFICATIONS**

- INSTALL NEW POSTS IN 24" x 36" OF CONCRETE AT APPROX. 8' ON CENTER.  4X4  4X6  6X6  LIFEPOSTS \_\_\_\_\_
- INSTALL KICKBOARD  NO  YES SIZE 2 x 12 INSTALL BULK HEAD  NO  YES SIZE \_\_\_\_\_
- INSTALL # 3 NEW (3) 2x4 REDWOOD RAILS  CC  CH
- TOP CAP  NO  YES  2X4  2X6  2X8  2X10.
- INSTALL  NEW 1x6 REDWOOD FENCE BOARDS  CC  CH
- INSTALL  NEW 3 GATES GATE POST SIZE  STEEL \_\_\_\_\_  4X6  6X6
- FENCE TOP TO:  RUN LEVEL  CONTOUR  STEP WITH THE SLOPE OF THE GROUND (FENCE HEIGHT WILL VARY)
- SEAL AND PROTECT FENCE  One Side  No  Yes  Both Sides  No  Yes (see S&P addendum)

B/B=BOARD ON BOARD  
 C/C=CON COMMON  
 C/H=CON HEART  
 C/L=CHAIN LINK  
 D/E=DOG EAR  
 F/S=FASTYLE(LOUVERED)  
 P/F=PICTURE FRAME  
 P/T=PRESSURE TREATED  
 W/I=WROUGHT IRON

(A) 368' 7' Finish DE BB Nail-on 1x6 boards 3 rails steel lifeposts w/ 3' 4' gates w/metal frames.

NOTE: Customer is responsible for getting approval to build in this location from the city. The fence will be running with Green Valley rd.



Option	Initial
A	\$16,942-
	\$
	\$
	\$
	\$
PROMO/ DISCOUNT	\$

FRONT Please circle and initial selected options  
MINIMUM CHARGE

**Accepted by: PAYMENT IS DUE UPON SUBSTANTIAL COMPLETION OF WORK, UNLESS OTHERWISE NOTED. SPECIAL ORDERS REQUIRE PREPAYMENT OF ALL MATERIALS PRIOR TO ORDERING. A LATE PAYMENT FEE OF 2% PER MONTH WILL BE ASSESSED AT 30 DAYS AFTER THE INVOICE'S DUE DATE AND EVERY MONTH UNTIL INVOICE IS PAID.**

Raymond Basiri Aug 04 2020  
 Customer's Signature (This signature acknowledges terms and conditions on reverse of contract) Date

Approximate Start Date: 3-4 weeks Lifescaping Outdoors Exterior Designer Billy McManus

Contractor agrees to substantially commence the work on or about the approximate start or upon reasonable access to the job site being provided to contractor by customer but in no event later than 20 days; failure to do so, however, shall not be grounds for terminating the contract.

Approximate Completion Date: \_\_\_\_\_ Some cities require a permit on fences above 6'. Lifescaping Outdoors is not responsible for height of fence if permit is required but not obtained. Customer initial \_\_\_\_\_  
 CONTRACTOR SHALL SUBSTANTIALLY COMPLETE THE WORK ON OR ABOUT THE APPROXIMATE COMPLETION DATE.

Estimate may be voided after 30 days. Please see General Terms and Conditions for additional waivers of responsibility

## General Terms and Conditions

**Professional's responsibilities:** Lifescaping Outdoors will complete installation in a workmanlike manner. LO will not start, conduct, alter, or finish installation except in accordance with applicable law. LO will either not start, or will immediately discontinue installation upon discovery of unforeseen physical or hazardous conditions at your service address. LO is not responsible for property lines, easements, covenants or other legal encumbrances that your service address may be subject to.

**Your Responsibilities:** You agree to pay LO for installation according to the terms and conditions of this agreement. If your service address is subject to any easements, covenants or other legal encumbrances that could affect installation, you agree to let LO know about them before installation. You agree to facilitate the location of underground utility lines. You agree that LO holds no liability for property lines, easements, landscaping, landscaping lighting, sprinklers, drains/water lines, driveway, walks, curbs, concrete, sewer, natural gas, cable lines or telephone lines. You agree to ensure that work areas are free of preexisting hazards, I.E., unsafe physical conditions or environmental hazards and building/zoning code violations. You agree to allow LO access to work areas during working hours. You agree to provide power and water to work areas. You agree not to allow unattended minors at your service address while LO is present. You agree to control pets and keep them away from work areas. You agree that if you, or anyone else, interferes with or delays installation, you will be subject to transportation/storage and labor charges at the cost of \$50.00/hr or \$250.00 a day. You agree that all and any clean-up, moving of personal property or furniture or other work necessary to commence construction will be your responsibility. You agree to detach and attach anything on your fence. You agree that any claims against LO under this agreement should be made to LO within (15) calendar days of the date you first become aware of a problem. (LO will attempt resolution of any claim within 30 calendar days of receiving your notice) You agree that this contract is with you the homeowner only. We will not enter into additional contracts on the same address, nor collect money from neighbors.

**Access:** Customer will provide access through own property or through adjacent property for Contractor's normal construction equipment, materials and employees to do the work at no cost to LO. LO will not be responsible for property damage or other material which is in the path of the access provided by customer, either above or below the ground, including but not limited to landscaping or irrigation, drain, sewer, telephone, gas, cable lines or electrical lines. In the event customer authorizes LO use of access through adjacent properties during construction, customer is required to obtain permission from the owners of the adjacent properties for such use. Customer agrees to indemnify LO and hold it harmless from all claims as well as all loss or liability resulting from use of adjacent properties by LO, provided, however, that nothing contained herein shall excuse LO from liability arising solely from the negligence or willful misconduct of Contractor, its agents, servants or subcontractors. Customer warrants that the job site will be in a condition for work on the start date. Any clean-up, moving of personal property or furniture or other work necessary to commence construction shall be charged to the customer.

**Changes and Change orders:** LO, at your request, may arrange to perform additional work, subject to a change order, subject to additional charges payable by you to LO. Any changes to installation i.e., a substitution of materials or an expansion of the scope of the work will require you and LO to first sign a written change order that will become part of this agreement. Following discovery of previously undisclosed/unidentified legal encumbrances on your premises, building /zoning code violations, or hidden/unforeseen hazards such as the presence of underground lines, rocks, roots, buried debris or any conditions differing from what you represented, LO may ask for a change order or discontinue installation without further obligation to you. If you decline a change order request, you may terminate this agreement and pay for all work performed and materials used/delivered up to the time of declining change order request. Conditions which require hand digging may result in additional charges at a rate of \$100 per hour per crew. Example of hand digging conditions are difficult soil (rocks, hardpan, debris), utility lines (gas, water, cable, electric), irrigation system pipes, etc.

**Security Interests/Liens:** If you make all payments as required under this agreement, no security interest will be placed against your property by LO. If a security interest is placed on your property it creates a lien, mortgage, or other claim against your property to secure payment and may cause a loss of your property if you fail to pay as requested. If LO is forced to place a lien on your property, you agree to pay \$400.00 in addition to your payment owed to remove the lien for the cost of the lien. After paying on any completed phase of Installation and before making any further payments, you may request from LO a signed, unconditional release from, or waiver of, any right to place any claim against your property applicable to the work then completed. Notice to owner: Under the Mechanics Lien Law, any contractor, subcontractor, laborer, material man or any other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the registrar of the board; CSLB PO Box 26000, Sacramento, CA. 95826 1-800-321-CSLB (2752) www.cslb.ca.gov

**Insurance:** General Liability, Commercial Auto and Workers' Compensation Insurance is available to you upon request.

**Warranty:** LO warrants the workmanship of the installation of gates for one year from completion date, labor inclusive. LO warrants pressure treated posts and kickboards, found upon examination to be rotted, for 5 years, labor inclusive. This warranty does not cover damage caused by abuse, misuse, neglect, or improper care/cleaning. LO will and does assign any manufacturer warranties to customer for any materials which are or become defective and customer agrees to look solely to the manufacturer for any claims that the materials are defective. Customer acknowledges that wood, by its nature, has knots, will crack, discolor, expand and/or shrink, bow and twist and agrees that LO is not responsible for or obligated to correct these conditions. Nails will not be inserted in a perfectly straight line, or on the same place on each board. Redwood also, may turn black in areas where it is in contact with milling equipment, straps, dirt, debris, etc. These marks will normally fade out in time when exposed to sunlight. In addition, customer acknowledges that due to lumber dimension and customer ground conditions which may require the fence to slope, fence height measurements on contract descriptions are not exact and can differ by several inches depending on various conditions stated above.

**Cancellation:** YOU MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO LO BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING.

**Special Order Cancellation** such as Chain Link, Ornamental Iron, Composite Decking, Vinyl, or special order wood is non refundable to us. If possible, LO will return merchandise with a restocking fee of up to 35% of purchase price that you will be responsible for. In the event the merchandise cannot be returned, you will be responsible for the entire purchase price. Special order item: \_\_\_ yes \_\_\_ no

Customer initial      LO Initial      LO=Lifescaping Outdoors website: www.lifescapingoutdoors.com CA Lic# 1007986 (Natco Pregra Inc.)  
FOR CUSTOMER SERVICE CALL 1-800-887-8015

### Installation Overview - Lifescaping Outdoors

As our valued customer, we want to be sure You have complete information about the Installation of your fence. Our goal is to avoid problems and provide a quick, quality Installation service and to provide information on keeing new fence looking great for years to come. Please see the General Terms and Conditions of the Agreement for other important information concerning your installation.

- 1 Lifescaping Outdoors will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service <sup>in</sup> your city.  
Initial RB
  
- 2 There are some underground items that only the homeowner can identify. The utility companies do not mark these, and Lifescaping Outdoors is not responsible for damage to unmarked items. Prior to the Installation, it is important that You use a bright colored spray paint to mark the ground for locations of:
  - a. Underground sprinkler lines
  - b. Underground water lines that feed a swimming pool or other structure.
  - c. Underground electric lines (other than local utility lines) that supply power to lamp posts, walkway lighting, yard lighting, and wiring for pools, sheds, wells, etc.
  - d. French drains or related items.
  - e. Any electrical, water, cable locations where the utilities in your city do not provide making services.Initial RB
  
- 3 You are responsible for the location of your fence. If you cannot find the property line markers, it is recommended that You have a survey done to ensure Your new fence does not encroach onto Your neighbor's property, and is in compliance with local building codes for setback requirements. Lifescaping Outdoors is not responsible for the costs associated with moving or removing fences where the property lines have not been properly located before the Installation.  
Initial RB
  
- 4 To ensure proper installation of Your new fence, some trimming or clearing may be requires, Lifescaping Outdoors can provide these services, or You may choose to save these costs by doing the work yourself before installation:
  - a. All brush, briars, tall grass, overgrowth, etc. must be cleared to a distance of 2' on either side of the Installation line for your new fence.
  - b. Any trees or shrubs near the Installation line for the new fence must be cleared to a distance of 2' of either side of the Installation line, and cleared to a height of 6½'.
  - c. The cost for the installation crew to trim, clear, and dispose of these materials is \$23.00 per foot.
  - d. We cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 4".Initial RB
  
- 5 While digging postholes of atleast 2' deep, we sometimes encounter hard dig conditions that cannot be foreseen before installation.
  - a. We will bring in the Jackhammer if we encounter tree roots, hard clay, boulders or rock shelf, concrete footings, buried curbing or other conditions that the auger cannot penetrate.
  - b. A hard dig is a last resort for proper installation of your fence and each post that requires use of the jackhammer requires an additional charge of up to \$55.00 per post.Initial RB
  
- 6 Lifescaping Outdoors will need access to an electric plug in, and an outside water faucet. During the Installation, You will hear nail guns, air compressors, augers, jackhammers, etc. Please make sure all pets are secured before installation begins. Please be sure to inform Your neighbors of the Installation schedule so that they are aware of the noise and, if common fence is being replaced, then they can secure their pets as well.  
Initial RB
  
- 7 If Your home is part of a Homeowner's Association (HOA), You will need to obtain approvals from the HOA before Installation of your fence can be scheduled.  
Initial RB
  
- 8 It is important that You are present during the Installation process. Specifically, it is important that YOU are present at the beginning of the Installation, so that You can sign the Approval of Completed Installation. Only a minimum amount of time will be required at the start and at the finish of the project to complete these important steps in providing a quality product.  
Initial RB

x Raymond Basiri  
Customer Signature

Aug 04 2020  
Date

x \_\_\_\_\_  
Sales Representative

\_\_\_\_\_  
Date

# Wood Care and Maintenance

## COMMON MAINTENANCE CONCERNS

The continuous changes in weather conditions are extremely harsh on your fence. Your maintenance plan must be geared to combat the problems caused by water absorption and water loss, mildew growth, and discoloration of wood due to the sun's ultraviolet rays. All of the maintenance concerns discussed below are weather related. The degree to which your fence is affected by them depends on many factors. These factors include general climate conditions (such as normal precipitation, humidity, etc.) and location in your yard (with regard to direct sun exposure, foliage coverage, etc.).

If your fence is built using pressure-treated lumber, it is important to note that the pressure treatment does not increase the likelihood that your fence will develop these natural defects to any greater degree than the same material left untreated. These weather related defects are beyond the control of the pressure treatment process.

## SWELLING & SHRINKING

Continuous water absorption and water loss in the wood used for your fence will cause its natural defects to surface. The most common defects are: cupping/warping, twisting, checking, and splitting. A well maintained fence will still experience some of these natural defects. However, the extent can be significantly reduced through a maintenance plan.

## MILDEW GROWTH

Whenever wood, including pressure treated wood, is constantly exposed to moist or humid conditions, it will mildew. This results in an unsightly appearance. Your preventative maintenance plan will need to include cleaning your fence with a cleaner containing a mildewcide. This will insure that your fence will remain bright and attractive.

## ULTRAVIOLET PROTECTION

Without any preventative steps taken to block the sun's ultraviolet rays, the surface cells of the wood will begin to discolor to a weathered gray color. Although some may prefer this, others won't. If you want to maintain the natural wood color, you will need to not only clean/brighten your fence periodically, but also choose a water repellent finish with an ultraviolet stabilizer. The stabilizer will not prevent eventual discoloration, but will slow down the process. Periodic reapplication of a UV stabilizer will help in this effort over an extended period of time.

*Your maintenance efforts will give you a fence that will look bright and fresh for years to come!*

## INITIAL MAINTENANCE

1. Start by cleaning your fence with a cleaner/brightener that contains a mildewcide. Because your fence is new, this step is truly preventative.
2. Next, apply a topical sealant for surface protection.

Do not use a conventional multi-coat paint system or varnish. The performance is nearly always disappointing, and repainting often has to be preceded by scraping and sanding. Instead, choose either a pigmented or clear outdoor wood sealer. Unlike true paints, these sealers allow moisture vapor to leave the wood slowly after the coating has been applied. For that reason, either can be applied as soon as the surface no longer looks wet. Your choice of sealer should include not only a water repellent but also a UV stabilizer to slow the discoloration process. You may want to cover or protect surrounding plants before applying a sealant. Be sure to follow the manufacturer's instructions.

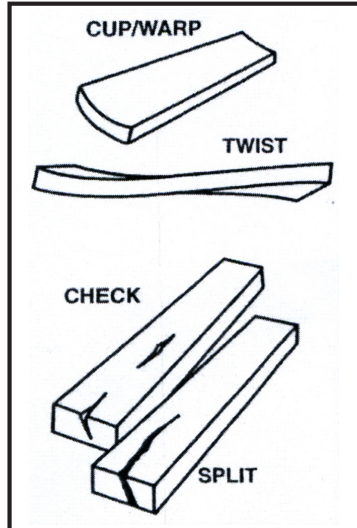
## FIRST YEAR MAINTENANCE

1. Reapply cleaner/brightener as described in initial maintenance, as well as another application of your outdoor wood sealant. The topical water repellent and ultraviolet stabilizer will keep your fence looking fresh.
2. Complete your first year maintenance after 12 months.

## FUTURE PERIODIC PREVENTATIVE MAINTENANCE

1. Depending on the location of your fence, with regard to direct sun exposure, foliage coverage, etc., it may be sufficient to clean/brighten and recoat every two years.
2. If you decide to wait two or more years to perform your next cleaning/brightening, you may want to use a power washer. Be sure that the cleaner/brightener you use contains a mildewcide.
3. After every cleaning, reapply an outdoor wood sealer that contains both a water repellent and ultraviolet stabilizer.

\*Remember, even consistent maintenance will not prevent the natural defects of wood from surfacing – but your efforts can minimize them.



*To effectively combat these maintenance concerns, it will be up to you to follow a preventative maintenance plan.*

**BE SURE TO READ ENTIRE SHEET BEFORE SIGNING.**

PLEASE SIGN YOUR NAME TO VALIDATE THAT THIS INFORMATION SHEET WAS PRESENTED TO YOU BY OUR INSTALLER.

*Raymond Basiri*

Aug 04 2020

Customer's Signature

Date

Installation Supervisor

Date

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