

USA FENCE™



CONTRACT

C

2880 Placida Road, Englewood, FL 34224
Ph. (941) 697-3345 • (800) 741-1711
www.myusafence.com
State License CRC 016172 • CCC 014577
CBC 1262677 AAA0010138

Customer Information:

Name: Tangerine Woods Owners Association
Billing Address: 756 Tangerine Woods
City: Englewood State: FL Zip: 34223
Phone: (941) 474-0167 Cell: _____
Fax: _____ ☒ Installation Same As Billing
Email: Twmanager1@gmail.com
Installation Address: 756 Tangerine Woods
City: Englewood State: FL Zip: 34223
Property Owner: Tangerine Woods Owners Association
County: Sarasota Prop Id #: _____

The Seller hereby sells and the Buyer(s) hereby purchases the goods and/or services herein under the conditions stated.

This is a cash contract. Buyer(s) agrees to pay Seller or Seller's agent immediately upon completion of the work as defined in this contract.

Buyer(s) is responsible as to the location of the fence. Buyer(s) holds Seller harmless from any liability caused by an error in the location of the installed fence. Under no circumstances does USA Fence Co. have any responsibility concerning property lines or in any way guarantee their accuracy.

Buyer(s) shall inform Seller of all UNDERGROUND OBSTRUCTIONS, whether natural or man made, in writing and also by physically marking them on the property. The Contract price is based upon only those underground obstructions disclosed by Buyer(s) as per above. Buyer(s) agrees to hold Seller harmless to any damage caused to any underground obstructions (examples: plumbing, wiring, sprinkler systems, septic systems, etc.) If Seller encounters underground obstructions which Buyer(s) have failed to inform Seller of, including rock, etc., (whether previously know or unknown by Buyer(s)), Seller shall have the option to terminate this contract and be paid by Buyer(s) for the installation of the fence up to the point of termination, or to continue the work after re-negotiation of the Contract Price with the Buyer(s).

All materials will remain the property of Seller until all invoices pertaining to this job are paid in full. Seller has the express consent of Buyer(s) to enter the property and remove any portion of the fence if not paid.

A cancellation fee based upon 20% of the Contract Price, or 40% in the event of special order materials, will be charged and will be deducted from the Down Payment upon notice to the Seller of the Buyer(s) intent to cancel this contract prior to commencement of work by Seller.

A late payment charge of 1-1/2% per month, (18% annum) will be added to any balance remaining unpaid 30 days after due date.

The Buyer(s) agrees they will pay all costs of collection, including (but not limited to) reasonable attorneys fees, in the event that payment(s) are not timely paid.

The Buyer(s) agrees that the venue for any legal action will be Manatee County Florida, or at a place of the Seller's choosing.

Buyer(s) is liable for all damages to materials delivered to the job site whether incorporated in the fence or not, unless damage is caused by Seller's negligence.

The duties and obligations of the Buyer(s) shall bind his heirs, personal representatives, successors, and assigns.

This contract may be assigned by the Seller, without notice to the Buyer(s), and when assigned shall be free from any defense, counterclaim, or cross claim by Buyer(s). The rights and privileges of the Seller under this contract shall inure to the benefits of its successors and assigns.

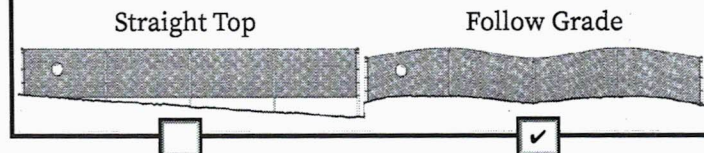
Water Line Assurance is sellers assurance to Buyer(s) that in the event of a waterline break, the waterline will be repaired at Sellers Expense.

Itemized Materials and/or Services

Remove & haul away 454 feet of existing 10ft green chain link fence.
Furnish and install new 454 feet of 10ft black vinyl coated chain link fence.
Corners and gate posts will have mid rails.
There will be bottom rails installed along the total footage.
Install one 10ftx4ft gate.
Install one 10ftx3ft gate.
Terminal posts and line posts will be 2 3/8" sched40 steel.
Top, mid, and bottom rails will be 1 5/8" sched40 steel.

Set all posts in cement.

Installation includes 1 year labor warranty.



Cash Price: \$ 32544.00

Water Line Assurance: \$ 19.95

Permit: \$

Total Sales Price: \$ 32,563.95

Payment Options

A) Cash/Check:

Pre-Construction Down Payment \$ 16,281.98

Completion Balance Due \$ 16,281.98

B) Credit Card, includes bank fee:

Pre-Construction Down Payment \$ 16,689.02

Completion Balance Due \$ 16,689.02

Credit Card Authorization:

I hereby authorize USA Fence Co to charge the following amount(s) to my credit card:

Deposit of \$ 16,689.02 Balance of \$ 16,689.02

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Card Number

--	--

Month

--	--

Year

--	--	--	--

Validation Digits



Cardholder Signature

Thank You for Choosing Us!

Approved and Accepted:

Buyer: X Date: X

Seller: _____ Date: 5/16/23

Date Paid in Full	Date Completed	Crew

See back for additional terms & conditions

www.myusafence.com

Eric Hartfield
941-773-1505



CUSTOMER WARRANTY NOTICE

In order to maintain customer warranty the USA Fence logo sign(s) must be displayed on your fence at all times.

Number and Type of Sign Installed: _____ USA Fence
_____ NO TRESPASSING
_____ BAD DOG
_____ PRIVATE PROPERTY

The warranty for materials and workmanship stops if the installed sign(s) are removed. New signs may be obtained at no charge to replace missing ones.

Customer Name: _____ Tangerine Woods Owners Association

Installation Address: ☒ **SAME AS BILLING** _____ 756 Tangerine Woods

_____ Englewood FL _____ 34223

USA Fence Contract Number: _____

Type of Fence: _____

Date Completed: _____

Customer's Signature: X _____

Date Signed: X _____

Sales Office:

Bradenton	941-756-8727; 1209 44th Avenue E, Bradenton, FL 34203-3629
Tampa	813-677-4411; 2001 N 40th Street, Tampa, FL 33605-4547
Lakeland	863-665-3312; 4936 Highway 92 E, Lakeland, FL 33801-9425
Englewood	941-697-3345; 2880 Placida Road, Englewood, FL 34224-5539
St. Petersburg	727-323-4364; 1142 34th Street S, St. Petersburg, FL 33711-2228

Original	– Contract Records File.
First Copy	– Attach to Fence Warranty Form.
Second Copy	– Sales Commission Report.

**NOTICE OF COMMENCEMENT**

(Updated April 2019)

State of Florida

Permit Number: _____

County of ~~Charlotte~~ Sarasota

Tax Folio or Parcel Number: _____

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **Description of Property** (a complete legal description or parcel number; and a complete street address with city/state/zip code, if available):
756 Tangerine Woods Englewood FL 34223
2. **General Description of Improvement:** Install FT of FT high Fence With Gates
3. **Owner Information:** Tangerine Woods Owners Association
 - a. **Name:** _____
 - b. **Address:** 756 Tangerine Woods Englewood FL 34223
 - c. **Interest in Property:** Owner
 - d. **Name and Address of Fee Simple Title Holder** (if different from the Owner listed above): _____
4. **Contractor Information:**
 - a. **Name:** USA FENCE COMPANY **Phone Number:** 941-697-3345
 - b. **Address:** 2880 Placida Road, Englewood FL 34224
5. **Surety Information:**
 - a. **Name:** _____ **Phone Number:** _____
 - b. **Address:** _____ **City/State/Zip Code:** _____
 - c. **Bond Amount:** \$ _____
6. **Lender Information:**
 - a. **Name:** _____ **Phone Number:** _____
 - b. **Address:** _____ **City/State/Zip Code:** _____
7. **Persons within the State of Florida Designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:**
Name/Address/Phone Number: _____
8. **In addition to himself/herself, Owner designates the following to receive a copy of Lienor's Notice as provided in Section 713.13(1)(b) Florida Statutes:**
Name/Address/Phone Number: _____
9. **Expiration Date of Notice of Commencement** (the expiration date is one year from the date of recording unless a different date is specified here): _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Under penalties of perjury, I declare that I have read the foregoing and that the facts in it are true to the best of my knowledge and belief (Section 92.525, Florida Statutes).

X

Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager

Tangerine Woods Owners Association

Printed Name

Company Name and Title

State of Florida, County of ~~Charlotte~~ Sarasota Sworn to (or affirmed) and subscribed before me this _____ day of _____, _____ by Tangerine Woods Owners Association (name of person making statement), personally known _____ or produced identification _____ type of identification Drivers License.

Signature of Notary Public

Printed or Stamped Commissioned Name of Notary Public