

FENCING CONTRACT

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This Fencing Contract (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] holding contractor license [LICENSE NUMBER, IF APPLICABLE], with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [CLIENT ADDRESS] ("**Client**").

Contractor and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client wishes to engage Contractor to furnish the labor, materials, and equipment to install a fence at the property described below, and Contractor wishes to perform that work on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

1. Scope of Work

1.1 **Project site.** Contractor will perform the Work at [PROPERTY ADDRESS] (the "**Site**").

1.2 **Work.** "**Work**" means furnishing and installing the fence described in **Exhibit A**, including layout, post setting, panel or picket installation, and gate installation, performed in a workmanlike manner consistent with generally accepted industry practice.

1.3 **Specifications.** The fence will be of the material, style, height, and approximate linear footage described in **Exhibit A** (for example, [WOOD / VINYL / CHAIN-LINK / ALUMINUM / COMPOSITE], [HEIGHT] feet tall, approximately [NUMBER] linear feet, with [NUMBER] gates), set on posts at the spacing and depth Contractor reasonably determines for the material and soil.

1.4 **Exclusions.** Unless stated in Exhibit A, the Work excludes survey or boundary determination, removal of existing fencing beyond the line shown, retaining walls, grading, drainage, staining or painting, landscaping restoration beyond the work area, and removal of rock or obstructions requiring special equipment.

1.5 **Change orders.** Either Party may request a change. A change takes effect only when both Parties sign a written change order describing the change and its impact on price and schedule. Contractor is not obligated to perform out-of-scope work until a change order is signed.

2. Boundaries, Permits, and Approvals

2.1 **Property lines.** Client is responsible for accurately identifying the property boundaries and the desired fence line. Contractor will install the fence along the line Client designates and is not responsible for verifying boundaries. If the location is uncertain, Client should obtain a survey before the Work begins.

2.2 **Setbacks and rules.** Client is responsible for confirming that the fence complies with applicable setback, height, and material rules, including any homeowners' association, easement, or local ordinance requirements, and for obtaining any neighbor consent that applies to a shared or boundary fence.

2.3 **Permits.** The Parties will agree in writing who obtains and pays for any required permit. Contractor will perform the Work in compliance with applicable codes within its scope.

2.4 **Utility locates.** Before digging post holes, the Parties will arrange for marking of public underground utilities through the applicable locate service. Client will identify private underground lines (such as irrigation, low-voltage wiring, septic, and propane). Contractor is not responsible for damage to unmarked or mismarked private lines.

3. Schedule

3.1 **Start and completion.** Contractor will begin the Work on or about **[START DATE]** and will use commercially reasonable efforts to complete it by **[TARGET COMPLETION DATE]**, subject to weather, soil conditions, locate timing, material availability, and approved changes.

3.2 **Concrete and curing.** Where posts are set in concrete, Client acknowledges that posts may require time to cure before gates and tension are fully adjusted.

4. Price and Payment

4.1 **Contract price.** Client will pay Contractor a total price of **[\$[AMOUNT]]** for the Work, or on a **[PER-LINEAR-FOOT / TIME-AND-MATERIALS]** basis if so stated in **Exhibit B**. Amounts are in **[CURRENCY, e.g. US dollars]** and are exclusive of applicable taxes unless stated.

4.2 **Payment schedule.** Client will pay: (a) a deposit of **[\$[AMOUNT]]** on signing; (b) **[\$[AMOUNT or PERCENT]]** at **[MILESTONE, e.g. on material delivery]**; and (c) the balance within **[NUMBER, e.g. 10]** days after substantial completion, as detailed in Exhibit B.

4.3 **Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law, from the due date until paid. Contractor may pause the Work on **[NUMBER]** days' written notice if an undisputed invoice remains unpaid past its due date.

4.4 **Lien notice.** Contractors, subcontractors, and suppliers who furnish labor or materials may have mechanic's-lien rights against the Property if not paid. The Parties will comply with applicable lien-notice and waiver requirements, and Contractor will provide reasonable lien waivers on receipt of payment.

5. Site Conditions and Client Responsibilities

5.1 **Access.** Client will provide clear, safe access to the fence line, including removing vehicles, debris, vegetation, and obstructions, and will secure pets during the Work.

5.2 **Concealed conditions.** Pricing assumes diggable soil and the conditions described in Exhibit A. If Contractor encounters rock, buried debris, hardpan, high groundwater, or other concealed conditions, the Parties will address the impact through a change order.

5.3 **Existing improvements.** Contractor will use reasonable care around existing landscaping and improvements but is not responsible for incidental disturbance of turf, plantings, or surfaces along the fence line that is normal to fence installation.

6. Warranty

6.1 Workmanship warranty. Contractor warrants that the Work will be performed in a workmanlike manner and free from material defects in workmanship for **[NUMBER, e.g. 12]** months after substantial completion. Contractor's sole obligation is to repair or replace Work that fails to meet this standard.

6.2 Materials. Manufacturer warranties, if any, pass through to Client. Natural characteristics of wood and other materials, such as warping, checking, knots, color change, and weathering, are not defects.

6.3 Exclusions. The warranty does not cover damage from ground movement, frost heave, settlement, storms, fallen trees, vehicle impact, vandalism, overloading, alterations by others, or events beyond Contractor's control.

7. Insurance, Liability, and Indemnification

7.1 Insurance. Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and any workers' compensation insurance required by applicable law, and will provide a certificate of insurance on Client's written request.

7.2 Limitation of liability. Except for the excluded matters in Section 7.4, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Contractor's total aggregate liability arising out of or related to this Agreement will not exceed the contract price.

7.3 Boundary indemnity. To the extent permitted by applicable law, Client will defend and indemnify Contractor against third-party claims, including neighbor or boundary disputes, arising from the fence line Client designated or from inaccurate boundary or utility information Client provided.

7.4 Exclusions. The limitations in Section 7.2 do not apply to a Party's gross negligence or willful misconduct, to bodily injury caused by a Party's negligence, or to liability that applicable law does not allow to be limited.

8. Termination and General Provisions

8.1 Termination for convenience. Either Party may terminate this Agreement on **[NUMBER, e.g. 7]** days' written notice. On termination, Client will pay for Work performed, materials ordered, and reasonable demobilization costs through the effective date of termination.

8.2 Termination for cause. Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 5]** days after written notice describing the breach.

8.3 Independent contractor. Contractor is an independent contractor and controls the manner and means of performing the Work. Nothing creates a partnership, joint venture, agency, or employment relationship.

8.4 Governing law and venue. This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.5 Notices. Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including weather, material shortages, and labor disruptions, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.7 Entire agreement; amendment. This Agreement, including its Exhibits and change orders, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CONTRACTOR

CLIENT

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: _____

Date: _____

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