

Ceballos, Luis

Date 2/17/2023

Customer's Last Name, First Name

16814 Marie Village Dr.,

Service Address

Conroe TX, 77306

City, State, Zip

(214) 854-0397

lcriogrande@yahoo.com

Preferred Phone No.

Customer's E-mail Address

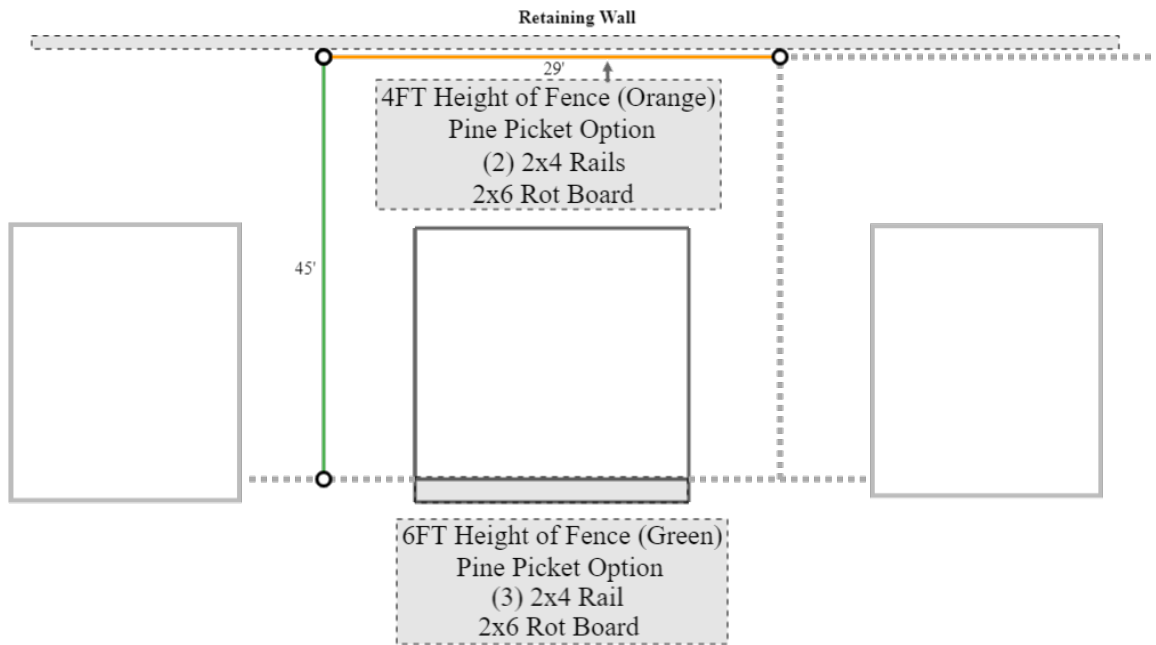
Municipality

- Yes Permit required?
 Homeowner to obtain permit (Superior Fence & Rail requires copy of permit before installation)
 Superior Fence & Rail to obtain permit
 Yes Plot plan or survey available?
 No

APPROXIMATE LAYOUT

FENCE FOOTAGE CONTAINED IN THIS PROPOSAL IS APPROXIMATE. BASED ON THE FIELD MEASUREMENT, FINAL PRICE WILL BE ADJUSTED BASED ON ACTUAL FENCE FOOTAGE USED, AS SET FORTH IN TERMS AND CONDITIONS)

FENCE DIAGRAM



- 6'H Stockade
- 4'H Stockade

Superior Fence & Rail Contact Information:

RGCG Services LLC
10965 Highway 242
Conroe TX 77385
(832) 848-0949

FENCE TO FOLLOW GRADE OF PROPERTY: PLEASE INITIAL

LC

TERMS AND CONDITIONS

A) Title; Authorized Party. Customer represents that they hold legal title to the subject real property or are authorized to act as an agent for the true owner. Customer agrees to pay

RGCG Services LLC

(hereinafter, "Superior") the balance of the purchase price immediately upon substantial completion of the installation of the fence in accordance to the terms of this Agreement, and agrees that a permit final inspection of the fence is not a condition for final payment. A finance charge in the amount of 1.5% of the purchase price will be added every thirty days to any invoice seven days past due. If you fail to make payment when due, Superior reserves the right to file a security interest on your property which creates an encumbrance on your title and may cause you the loss of your property. Should legal action become necessary to enforce this Agreement, Customer shall be held liable for any attorney's fees and costs incurred whether a formal legal action has been filed or not. Customer shall also be held liable for any interest on the unpaid balance from the due date until payment is received by Superior at the highest rate of interest allowed by law.

B) Legal Encumbrances. Customer agrees to inform Superior in advance about any easements, covenants or other legal encumbrances that could affect the fence installation. Customer agrees to keep posted permits on display at all times and agrees not to remove permit from property. CUSTOMER ASSUMES THE RISK AND THE FULL LIABILITY OF ASSISTING SUPERIOR WITH DELIVERY OF MATERIALS OR WITH INSTALLATION.

C) Change Orders. If Customer requests Superior to do work additional to that described in this Agreement, Superior, at its option, may require Customer to sign a written change order ("Change Order") explaining the change in the scope of work and the additional charges that the Customer is obligated to pay. The Change Order will include a description of the additional work, additional payments that will be required and anticipated start and finish dates. The Change Order will become part of this Agreement. If Superior does not require a Change Order or if Customer fails to sign the Change Order, Customer agrees that it is still responsible to pay for any work performed by Superior that was outside the original scope of this Agreement.

D) Credit Card Transactions: If Customer chooses to pay for the fence with a credit card, the cardholder agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including all interest charges and fees. Customer will be further subject to Your cardholder agreement's terms and conditions.

E) Financed Transactions: If Customer chooses to finance the purchase of the fence in whole or in part, the loan agreement (to which Superior is not a party) will determine the total cost of Customer's purchase, including (i) the amount financed (the amount of credit provided to you); (ii) the associated finance charges (the dollar amount the loan will cost you); and (iii) the total payment (the amount you will have paid when you have made all scheduled payments). Customer will be further subject to Your loan agreement's terms and conditions.

F) CANCELLATION. CUSTOMER MAY CANCEL THIS AGREEMENT WITHOUT PENALTY OR OBLIGATION BY DELIVERING WRITTEN NOTICE TO SUPERIOR FENCE BY MIDNIGHT ON THE THIRD BUSINESS DAY AFTER SIGNING (THE "CANCELLATION PERIOD"). THE STATE SUPPLEMENT CONTAINS A FORM TO USE IF ONE IS SPECIFICALLY PRESCRIBED BY LAW IN YOUR STATE.

In the event of a cancellation, Customer's deposit will be returned within (10) business days after Superior's receipt of your notice.

G) Termination. If Customer terminates this Agreement after the Cancellation Period, Customer agrees to pay Superior Fence the greater of (1) twenty five (25%) of the total sale, or (2) the total costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law. If after the Cancellation Period, Superior discovers impediments to installation of the fence such as building or zoning code violations, hidden or unforeseen hazardous conditions on your property or easements or other legal encumbrances that you did not inform us of, Superior may immediately terminate the Agreement without further obligation to you. In such an event, Customer agrees to pay Superior the greater of twenty five (25%) of the total sale or the costs of materials, labor and services provided by Superior Fence through the time of termination, plus any other amounts allowed under applicable law.

H) Commencement of Job. Customer agrees that once the work is started, Superior will have the ability to complete the entire scope of work without any interruptions. Further, any changes made by the Customer to the layout of the proposed fence must be made prior to the installation date. If changes are made during the day of installation, Customer will be charged a trip charge of up to \$500.00 if such a change requires an additional trip to the property for completion of the fence. If Customer makes any changes to the fence layout on the date of installation resulting in reduced footage and extra materials, Customer agrees that these materials are non returnable and must be paid for as agreed.

I) Public Underground Utilities. Superior will call a utility locating service that will locate the public underground utilities on your property. Customer agrees to allow the locating service to your property for the purpose of conducting a utility locate.

J) Private Underground Utilities; Irrigation Lines. Customer agrees to be solely responsible for any damage to buried private utilities, underground lines, including water lines and irrigation lines that have not been properly marked by Customer, and Customer agrees to indemnify Superior from any liability which it might incur pursuant to the service involved in the performance of this Agreement.

K) Homeowner's Association. If Customer's home is part of a Homeowner's Association, (HOA), Customer understands and agrees that it is Customer's sole obligation to obtain and provide approvals from the HOA. Superior is not responsible if the fence that Customer contracted for does not comply with Customer's HOA's rules and regulations.

L) Pre-Installation Meeting. Customer agrees to meet with the installation crew on the day of installation before installation begins to indicate actual fence placement.

M) Fence to Follow Ground. Customer agrees that the fence will be installed to the contour of the existing ground unless agreed otherwise in writing on change order of installation overview agreement.

N) Property Lines. Customer agrees that it is responsible for locating property pins and staking terminals to establish its property lines prior to installation of the fence. Superior will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances will Superior assume responsibility concerning property lines or in any way guarantee their accuracy. If property pins cannot be located, Customer may have to hire a third party to survey the property. Superior is not responsible for identifying property lines, easements, covenants, or other legal encumbrances. Customer agrees to indemnify Superior and hold it harmless against and in respect to the claims of any persons aggrieved by the location of the subject fence when erected or by trespasses or damage which may have necessarily been committed or occasioned consciously or unconsciously by Superior in the course of installation.

O) Clearing of Proposed Fence Line. Customer agrees to clear the fence line of any and all obstructions, including but not limited to trees, brush, debris, fixtures and personal yard items. In the event that the fence line is not cleared upon our arrival, Customer understands and agrees that it will be charged a trip fee of up to \$500.00, which must be paid prior to the job being rescheduled. Further, Customer shall hold Superior harmless for any damage to items within the fence line.

P) Access Ways. Superior is not responsible for any damage to driveways, walkways, walls, gardens, fresh grading, sod, shrubbery, patios, pavers or other property features resulting from gaining access to the property or performing work in the proximity of the fence location.

Q) LIMITED WARRANTY. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SUPERIOR WARRANTS THE WORKMANSHIP OF THE INSTALLATION FOR THREE (3) YEARS FROM ITS COMPLETION DATE. PROVIDED CUSTOMER NOTIFIES SUPERIOR DURING THE WARRANTY PERIOD, SUPERIOR WILL ARRANGE FOR REPAIR AT NO CHARGE TO CUSTOMER FOR ANY FAULTY WORKMANSHIP. SUPERIOR'S WORKMANSHIP WARRANTY IS ONLY RELATED TO FAULTY WORKMANSHIP AND DOES NOT COVER PRODUCT DEFECTS OR DAMAGE CAUSED BY ACTS OF GOD, INSTALLATION OR REPAIRS MADE BY OTHERS, ABUSE, MISUSE, NEGLIGENCE, OR NORMAL WEAR AND TEAR. MERCHANDISE AND MATERIALS ARE COVERED EXCLUSIVELY BY THE MANUFACTURER'S WARRANTY, IF ANY. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE. CUSTOMER ACKNOWLEDGES THAT WOOD FENCES HAVE A TENDENCY TO SHRINK, WARP, CRACK, AND CHIP AND THAT THESE FEATURES OF WOOD ARE NORMAL AND ACCEPTED OCCURRENCES AND ARE NOT WARRANTED.

R) Acts of God. Customer agrees that all workmanship warranties will be void in the event of significant wind events including but not limited to hurricanes, tropical storms, cyclones, and tornadoes.

S) Deposit. Upon signing the contract, 50% of the total contract amount is due unless state law governs otherwise. The remaining balance is due upon acceptance of completed installation.

T) Miscellaneous. If there is an unpaid balance, at its discretion, Superior Fence may temporarily void the warranty (workmanship) until the unpaid balance is resolved.

Installation dates are approximate due to various circumstances such as weather, workload, obtaining building permits and utility locates. Superior will strive to install fencing in a timely manner, however, Customer may not cancel this contract due to rescheduling for circumstances beyond Superior's control.

Customer Agrees to allow Superior to include a 4"x6" or 3"x10" sign on Customer's Fence.

The price included in this proposal is firm for 15 days unless the contract is executed.

U) Subcontractors. Superior may, at its discretion, subcontract all or part of the labor required to complete the project.

V) Delays. Superior is not responsible for delays resulting from events beyond its control including, but not limited to the following: delayed contract execution, delayed deposit payment, Acts of God, change orders, governmental actions, manufacturing delays, damage to merchandise caused by third parties, labor strikes, any incorrect information you provide, legal encumbrances on your property, your property's nonconformance with zoning or building code requirements, hidden or unforeseen hazardous conditions on your property or your noncompliance with this Agreement. Further, Superior reserves the right to terminate this Agreement and to discontinue installation of your fence for any of the aforementioned conditions.

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I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS:

LC



PRODUCT SPECIFICATIONS:

6'H Stockade: 45 LF.
Specifications: Post: 4" x 4", Rail: 2" x 4", Picket: 1" x 6"
4'H Stockade: 29 LF.
Specifications: Post: 4 x 4, Rail: 2 x 4, Picket: 1" x 6"

JOB OPTIONS:

74 Linear Feet - Wood - PT 2x6 Rot Board

JOB NOTES:

Option 1: We are to install a new 6FT Tall pine picket fence across the back and all the way down the left side
Option 2: We are to install a new 6FT Tall Pine Fence across the back and up to the back left corner of home. We are to install a 4ft wide gate on the back left side
Pricing is good for 15 days. Current backlog is 3-5wks. 50% Deposit is required prior to scheduling
3 Year workmanship warranty is included.

Option 1 is for the larger option and option 2 is for the smaller option with a gate
Customer to clear fence line.

Approximate Start Date: 3/17/2023	All dates are approximate and subject to change based on unforeseen events including inclement weather, permitting delays, change orders, and manufacturing delays. See terms and conditions for full details.
Approximate Finish Date: 3/22/2023	

Acceptance and Authorization: By signing below, you authorize Superior to perform the installation and/or order and arrange for the delivery of special order merchandise, including special order merchandise that may be custom made, as specified in this Agreement. You understand and agree that this Agreement constitutes the entire understanding between you and Superior and that there have been no oral or written representations or agreements made to you by Superior but that if there are you agree that this Agreement expressly supersedes them.

Do not sign if blank or incomplete. By signing, you acknowledge that you have read, understand, and accept this Agreement in its entirety. You further acknowledge receiving a complete copy. Keep it to protect your legal rights.

It is very important for you to read and understand the Terms and Conditions included herein. By signing this proposal and providing a deposit you are creating a Contract between you and Superior for the selected products and services in accordance with those Terms and Conditions listed above.

Payment Schedule: You agree that payments will be due as indicated below. If You are paying by credit or debit card, the account may be charged or debited (as applicable) on the same day that it is accepted by the Superior. Convenience fee may apply for credit card transactions.

Contract Amount	\$1,955.00	
Sales Tax	\$0.00	
Deposit Amount	\$977.50	DUE IN FULL IMMEDIATELY
Remaining Balance	\$977.50	Due upon completion

Accepted by: Luis Ceballos 2/17/2023
Customer's Signature Date

Joseph Fitts 2/17/2023
Superior Authorized Representative Signature Date
Joseph Fitts
Superior Authorized Representative

Customer's Initials: LC BY INITIALING, YOU AUTHORIZE DELIVERY OF MERCHANDISE TO SERVICE ADDRESS PROVIDED ABOVE WITHOUT OBTAINING DELIVERY AGENT'S SIGNATURE AND AGREE TO INDEMNIFY AND HOLD SUPERIOR HARMLESS FROM ANY RESULTING CLAIMS.

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Installation Overview Agreement

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 keeping your new fence looking great for years to come. Please see the Terms and Conditions on the Agreement for other important information concerning your installation.

- 1. Public Utilities.** Superior will call the major utilities to mark electrical, water, and cable locations if the utilities provide this service in your city.
- 2. Private Utilities.** There are some underground items that are your responsibility to identify. The utility companies do not mark these. Therefore, prior to the Installation, it is important to conspicuously mark the ground for locations of all non public, underground utilities, including but not limited to the following:
 - a. Sprinkler heads and underground irrigation lines.
 - b. Underground water lines that feed a swimming pool or other structure.
 - c. Underground electric lines (other than local public utility lines) that supply power to lamp posts, walkway lighting, landscape lighting, and control wiring for pools, sheds, wells, etc.
 - d. French drains or related items.
 - e. Any electrical, water, or cable locations where the utilities in your city do not provide marking services.
 - f. Any private natural gas or propane lines that fuel private amenities on your property such as jacuzzis, grills, saunas or spas.
 - g. Any and all septic, leach or drain lines or fields.
 - h. Any sewer lines from the house to the clean-out is considered private and must be marked by the home owner.
 - i. Any other non-public utilities.

Initial LC

You agree that that if you choose not to mark these underground utilities, Superior will not be responsible for any damage it may cause, including the cost of repair, monetary damages or any other damages.

Initial LC

- 3. Fence Location.** You are responsible for the location of the fence. If your fence is contracted to be installed along your property lines and 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. Superior is not responsible for the costs associated with moving or removing fences, or damages associated with the fence installation, where the property lines have not been properly located before installation.
- 4. Required Clearance for Fence Installation.** To provide room for a proper installation, all vegetation, including but not limited to brush, briars, tall grass, branches, limbs, trees etc. must be cleared to a distance of 2' on either side of the installation line for your new fence and cleared to a height of 6" taller than your new fence (e.g., for a 6 ft tall fence the fence line must be cleared to a height of 6'6"). If we show up to your location and the fence line is not clear according to the above instructions, Superior has the option to do the either of the following, at our sole discretion:
 - a. Charge you a trip charge of up to **\$500**, which must be paid immediately, and reschedule your job for a later date after you have cleared the fence line in accordance with the instructions above; or
 - b. Have our installation crew trim, clear and dispose of the vegetation at a cost of up to **\$25** per linear ft. If we choose this option to clear the fence line for you, you agree that Superior is not responsible for any damage that we may do to any vegetation, including landscaping, in our efforts to clear your fence line. Moreover, Superior cannot grind or remove tree roots or stumps, and we cannot remove trees with a diameter greater than 3" caliper, measured one ft from the ground.

Initial LC

- 5. Hard Digs.** On rare occasions, we encounter hard dig conditions that cannot be foreseen prior to the commencement of installation. When we encounter those conditions, you will be charged an additional **\$50** for each hole that is deemed to constitute a hard dig. Prior to charging you, we will contact you (and if you are at the property, we will show you the hole that constitutes a hard dig) to explain the situation and give you the option, if it is practical, of relocating the fence line in order to avoid the extra costs associated with the hard dig.
- 6. Access to Power and Water.** We will need access to an electric outlet and an outside water faucet. During the installation, you may hear nail guns, hammers, air compressors, augers, jackhammers and other loud tools that are required in the construction of your fence. Please be sure to inform your neighbors about your fence installation and make them aware of the possibility of hearing loud noises associated with it. Also, please be sure to properly secure pets on the day of the fence installation and if you share a common fence with your neighbors, please inform them to secure their pets as well.
- 7. Homeowner's Association Obligation.** If your home is part of a Homeowner's Association (HOA), you will agree to obtain required approvals from the HOA before installation of your fence and agree that Superior is in no way responsible for getting HOA approval or for ensuring that your fence complies with your HOA requirements. **You agree that you are required to send to us your HOA approval as part of the necessary paperwork in order that we can obtain your fence permit.**

Initial LC

Initial LC

Initial LC

Initial LC

- 8. Pre-Installation Property Walk.** You agree to be present at your property for at least 15-30 minutes on the day of the installation immediately prior to the beginning of the installation to confirm the details of the final layout of the fence with our installation crew. Because our crews arrive early in the morning and because the pre-installation walk-through is only 15-30 minutes long, there is no requirement that you take off from work on the day of installation. If you choose to take off from work, you do so at your own risk, including the risk that your job will be rescheduled for a different day for reasons beyond our control, such as inclement weather or difficult digging conditions on a prior job that prevented us from completing the job with the scheduled time frame.
- 9. Post Installation Property Walk and Final Payment.** You agree to be present at your property at the completion of the installation in order to confirm that the fence installation is completed to your satisfaction (which is accomplished by you filling out and executing a Certificate of Completion) and to make final payment to our installation crew or by calling the office to pay electronically. By initialing below, you acknowledge that approval from your HOA or the local permitting authority is not a condition of payment.

Initial LC

Initial LC

X Luis Ceballos
Customer's Signature

2/17/2023
Date

X Joseph Fitts

2/17/2023
Date

Superior Fence & Rail Contact Information:

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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.

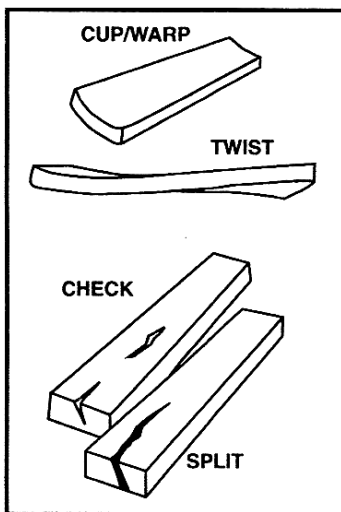
FIRST YEAR MAINTENANCE

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 YOUR INSTALLER

<i>Luis Ceballos</i>	2/17/2023
(Buyer's Signature)	Date
<i>Joseph Fitts</i>	2/17/2023
(Installation Supervisor)	Date

Superior Fence & Rail Contact Information:

RGCG Services LLC
10965 Highway 242
Conroe TX 77385
(832) 848-0949



Proposal for Fencing Installation



NOTICE OF CANCELLATION

Date of Transaction: Feb / 17 / 2023

You may CANCEL this transaction, without any Penalty or Obligation, within THREE (3) BUSINESS DAYS from above date.

If you cancel, any property traded in, and payments made by you under the contract or sales, and any negotiable instrument executed by you will be returned within TEN (10) BUSINESS DAYS following receipt by Superior of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to Superior at your residence, in substantially as good condition as when received, any good delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of Superior regarding the return shipment of the goods at Superior's expense and risk.

If you do make the goods available to Superior and Superior does not pick them up within (20) calendar days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to Superior, or if you agree to return the goods to Superior and fail to do so, then you remain liable for any performance of the obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to

Joseph Fitts

(Print/type name of Superior or Superior's authorized representative)

I HEREBY CANCEL THIS TRANSACTION

Luis Ceballos

(Buyer's name)

Superior Fence & Rail Contact Information:

RGCG Services LLC
10965 Highway 242
Conroe TX 77385
(832) 848-0949

(Buyer's signature) Date