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Your Mills Fence Co. Estimator Contact Information:

Name: Marty Singleton  
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Proposal Submitted To: Covington School Dist. Attn: Ken K.	Date: 6-1-21	Job Name: Glen O Swing Elem.
Street:	Email:	Job Location: 501 W. 19 <sup>th</sup> St.
City, State, Zip Code:	Contact Number(s): Home: Cell: 815-9162	Job Phone:

We hereby submit the specifications and estimates for:

Furnish and install 135' of commercial grade 6' high galvanized 9-gauge chain link with top rail only.  
1 – standard 4' walk gate and 12' wide service gate. 1 – 4' wide walk gate with panic exit device with hydraulic closer and support header bar. All posts set in concrete footers (6- posts through concrete or blacktop).

Total:..\$ 8,245.00

No Permitting or fees

Mills Fence to have public underground utilities marked, any and all other lines marked by the customer  
Customer to spot fence and gate locations.

**This quote is valid for 15 Days**

**Acceptance of this proposal must be by signing the proposal, a PO number, or contract**

We propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of: \$ \_\_\_\_\_

**Terms and Conditions of Sale**

Terms of payment are noted on Mills Fence's invoice. Interest will be charged at 1-1/2% per month (18% per year) on all past due accounts. All costs of enforcement of these terms and conditions of sale and collection of any balance due, including, but not limited to, reasonable attorney's fees incurred by Mills Fence, shall be paid by customer. Mills Fence reserves the right to cancel this order, delay delivery, repossess materials or demand immediate full or partial payment in advance of delivery if customer's credit standing, or ability or willingness to pay, is called into question by an event or circumstance, including, but not limited to customer's default of any obligation owed to Mills Fence. Any deposit required prior to installation is only refundable within 72 hours of transferring the funds to Mills Fence. Installation dates and times are approximate, are not guaranteed and are subject to change.

**Mills Fence will arrange to have public underground utilities marked prior to installation. Mills Fence assumes no responsibility for any unmarked public or private underground obstructions such as underground utilities, sprinkling systems, pipes, cables, drain tiles, tree roots, vegetation, or property lines. Customer understands that the fence line must be clear of all obstructions and that s/he will stake or mark the fence line. All customers are required to obtain their own permit, by contacting their local municipality.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. Mills Fence will repair or replace at our option any of our work that may prove to be defective in its workmanship or materials within a period of one year from the date of installation. As a condition precedent to this warranty, Customer grants Mills Fence the right to place a sign on the fence that is no more than 12" wide and no more than 6" high in a location solely determined by Mills Fence. MILLS FENCE HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE QUALITY OF MATERIAL (i.e., WOOD PRODUCTS) SOLD BY MILLS FENCE. ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN MILLS FENCE ARE THEIRS, NOT MILLS FENCE'S, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES.

Wood will warp, twist, and develop small cracks during the drying process. Wood privacy fence will also develop small gaps between boards due to shrinkage. This is natural and expected and is not covered under warranty. Gates should be kept in a locked position when not in use. All agreements contingent upon strikes, accidents, or delays that are beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

The laws of the State of Ohio shall apply in the construction of these terms of the contract or any dispute arising hereunder without giving effect to such jurisdiction's conflict of laws principles. Customer submits to jurisdiction in the courts of Hamilton County, Ohio.

In the event any one or more of the provisions contained herein should be invalid, illegal, or unenforceable in any respect, the remaining provisions contained herein shall not be affected or impaired in any manner.

**Authorized Signature**

\_\_\_\_\_  
Mills Fence Company, Inc. Authorized Representative  
Note: This proposal may be withdrawn if not accepted within 30 days

**Acceptance of Proposal: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.**

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_