

TERMS AND CONDITIONS

GUARANTEE: **Bailey Fence Company, Inc.** certifies that all equipment and materials furnished shall carry a one (1) year warranty on parts, material and labor. Damage to equipment or materials caused by negligence, misuse, vandalism or acts of God is not covered by this guarantee statement.

Bailey Fence Company, Inc. does not warrant and hereby expressly disclaims any warranty on components purchased or existing from another manufacturer, and **Bailey Fence Company, Inc.** shall be under **NO** obligation to provide either maintenance, service, or support for any such system or equipment that may cause damage to materials supplied or installed by **Bailey Fence Company, Inc.**

INSURANCE: **Bailey Fence Company, Inc.** shall carry Workmen's Compensation Insurance on all employees and Public Liability and Property Damage Insurance.

LICENSING: 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 whose address is: **Contractors' State License Board; P.O. Box 26000, Sacramento, CA 95826.**

ENFORCEABILITY AGAINST TRANSFEREES AND SUCCESSORS: This Agreement and all its terms shall be binding upon and enforceable against the parties hereto and also against heirs, estates, successors in interest, assigns and personal representatives of the parties hereto. It is further expressly agreed that this Agreement and all terms hereof shall also be binding upon and may be enforced against any person, firm, association, or entity to whom Owner transfer any part of his right, title, or interest in or to the premises upon which this Contract is to be performed.

ARBITRATION: Subject to the exception hereinafter contained, if, at any time, any controversy shall arise between **Bailey Fence Co. Inc.** and the Owner with respect to any matters or questions arising out of, or relating to, this Agreement or the breach thereof, which the parties do not promptly adjust and determine, said controversy shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration rules of the American Arbitration Association then obtaining unless the parties agree otherwise. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any Court having Jurisdiction thereof. This Agreement to arbitrate, however, shall not apply to any controversy, suit, or claim asserted by **Bailey Fence Company, Inc.** by which **Bailey Fence Company, Inc.** seeks to enforce only collection of the contract price referred to on the face of the Agreement and as to which Owner raises no affirmative defense (or counter-claims) based upon alleged acts or omissions of **Bailey Fence Company, Inc.**