

FENCE INSTALLATION CONTRACT AGREEMENT

Location: _____ Date: _____

Contractor Information:

Full Name / Business Name: _____

License Number: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name / Business Name: _____

Address: _____

Phone/Email: _____

Fence Installation Details:

Type of Fence: _____

Length of Fence (feet): _____

Height of Fence (feet): _____

Post Type and Spacing: _____

Gates (number and type): _____

Contract Price and Payment Terms:

Total Contract Price: _____ USD

Deposit Amount: _____ USD

Payment Schedule / Method: _____

Clause 1 – Scope of Work

Contractor agrees to furnish all labor, materials, equipment, and services necessary to complete the fence installation as described above, in a professional and workmanlike manner, in accordance with all applicable laws, codes, ordinances, and regulations.

Clause 2 – Permits and Approvals

Contractor shall obtain all necessary permits, licenses, and approvals required to perform the work unless otherwise agreed in writing. Client shall cooperate and provide access to the property as needed.

Clause 3 – Changes to Work

Any changes or additions to the scope of work must be agreed upon in writing and may result in additional charges and/or changes to the project schedule.

Clause 4 – Project Schedule

Contractor will commence work within a reasonable time after execution of this Agreement and completion of all necessary preparations. Estimated completion dates are approximate and subject to change due to weather or other unforeseen circumstances.

Clause 5 – Payment Terms

Client agrees to pay the Contract Price as outlined. Deposit is due upon signing. Remaining balance shall be paid upon substantial completion of the work unless otherwise agreed. Late payments may incur interest at the maximum rate permitted by law.

Clause 6 – Warranties

Contractor warrants that all work will be free from defects in workmanship for a period of one year from completion, subject to normal wear and tear. Manufacturer warranties on materials are passed through to Client.

Clause 7 – Risk and Property

Risk of loss or damage to the work shall remain with Contractor until substantial completion and Client acceptance. Thereafter, risk passes to Client.

Clause 8 – Client Responsibilities

Client shall provide access to the property, clear the area of obstructions, and notify Contractor of any underground utilities or easements prior to the start of work.

Clause 9 – Indemnification

Each party agrees to indemnify and hold harmless the other from any claims, damages, or liabilities arising out of negligence or willful misconduct in connection with this Agreement.

Clause 10 – Insurance

Contractor shall maintain adequate liability and workers' compensation insurance during the term of this Agreement and provide proof upon request.

Clause 11 – Termination

Either party may terminate this Agreement upon material breach by the other party if such breach is not cured within 10 days after written notice. Upon termination, Client shall pay for all work completed and materials ordered.

Clause 12 – Dispute Resolution

Any disputes arising under this Agreement shall be resolved through negotiation in good faith. If unresolved, disputes shall be submitted to mediation before any legal action.

Clause 13 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

Clause 14 – Entire Agreement

This Agreement, including any attachments or schedules, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Clause 15 – Amendments

Any modifications or amendments to this Agreement must be in writing and signed by both parties.

Clause 16 – Severability

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Clause 17 – Notices

All notices required or permitted under this Agreement shall be in writing and delivered by hand, certified mail,

overnight courier, or electronic means with confirmation of receipt.

Clause 18 – Waiver

Failure to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.

Clause 19 – Independent Contractor

Contractor is an independent contractor and not an employee or agent of Client. Contractor shall be responsible for all taxes and compliance with labor laws.

Clause 20 – Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original. Signatures transmitted electronically or by PDF shall be binding.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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