



PO Box 10962 - Fargo, ND 58106

Ph: 218-233-9512 Fax: 218-287-5331

info@libertyfencecompany.com



4/29/2021

Re: Horner complaint – Case # PU-21-146

Mr. Schock,

We have received the notice of complaint filed by Brady Horner at 1162 9th Ave W, West Fargo.

Please see attached copies of his contract with us and a walk through checklist, both signed by the customer.

Mr. Horner contracted with us for a fence installation. We called in the utility locates, as is our policy with every fence installation. The locate ticket number was 21018151. That was due on Friday 04/09/2021 at 12:01 am. We met with the customer on Monday, 04/12/2021 at 12:30 pm. At that time, we reviewed the entire project, and went through the attached checklist. We noted that where he wanted the fence placed would be within 2 feet of the marked cables. He indicated that is where he wanted his fence installed. We said we would dig the holes by hand and do everything in our power to avoid the lines, but if we hit anything, it would be his liability. He agreed and understood this and signed the waiver.

We did dig those holes by hand, but unfortunately, still hit the cable that was damaged. We are very transparent with customers when utility lines are potentially involved in our installations. This complaint was unfounded in stating that we were careless in any way.

Please let me know if there is any further information that I can provide.

Sincerely,

Jeff Peters
President

LIBERTY

FENCE & DECK CO.

Pre-Construction checklist

CUSTOMER INFORMATION

Customer name: Brady Horner
 Address: 1162 9th Ave W
 West Fargo ND 58078
 Telephone number: 701-446-7291

CHECKLIST

<input checked="" type="checkbox"/>	DIRT - LEAVE ON SITE / HAUL AWAY	\$
<input checked="" type="checkbox"/>	GROUND CLEARANCE	UP Approx 2"
<input checked="" type="checkbox"/>	FINISHED SIDE	IN / OUT
<input checked="" type="checkbox"/>	GATE PLACEMENT	
<input checked="" type="checkbox"/>	PROPERTY LINES ESTABLISHED	Customer has designated where fence is to be located and will not hold Liberty Fence, Inc. liable for any encroachment of property or property lines.
<input checked="" type="checkbox"/>	PROPER GROUND PREP	Liberty Fence, Inc. will not be held liable for fence shifting or moving due to improperly prepared/compacted ground.
<input checked="" type="checkbox"/>	UNDERGROUND UTILITIES	Liberty Fence will not be held liable for damage to any utilities if customer requires digging within 2 feet of marked underground utilities.
<input checked="" type="checkbox"/>	SPRINKLER LINES	Liberty Fence will not be held liable for damage to underground sprinkler lines or sprinkler heads.
<input checked="" type="checkbox"/>	WOOD DISCLAIMER	Purchaser acknowledges that wood is a natural product and will have naturally occurring flaws and variations. Wood may also crack and/or warp as it ages. This is beyond seller's control.
<input checked="" type="checkbox"/>	MATERIAL OWNERSHIP	All fence and/or deck material remains property of Liberty Fence, Inc. until project is paid in full. Liberty Fence, Inc. reserves the right to remove said material for unpaid accounts.
<input checked="" type="checkbox"/>	50% DEPOSIT PAID	\$
<input checked="" type="checkbox"/>	BALANCE DUE UPON COMPLETION	



 CUSTOMER SIGNATURE

4-12-21

 DATE

PHONE: 218-233-9512
FAX: 218-287-5331

LIBERTY FENCE & DECK CO.

P.O. BOX 10962
FARGO, ND 58106-0962

locate: Fri. 4/15/21
12:01 AM

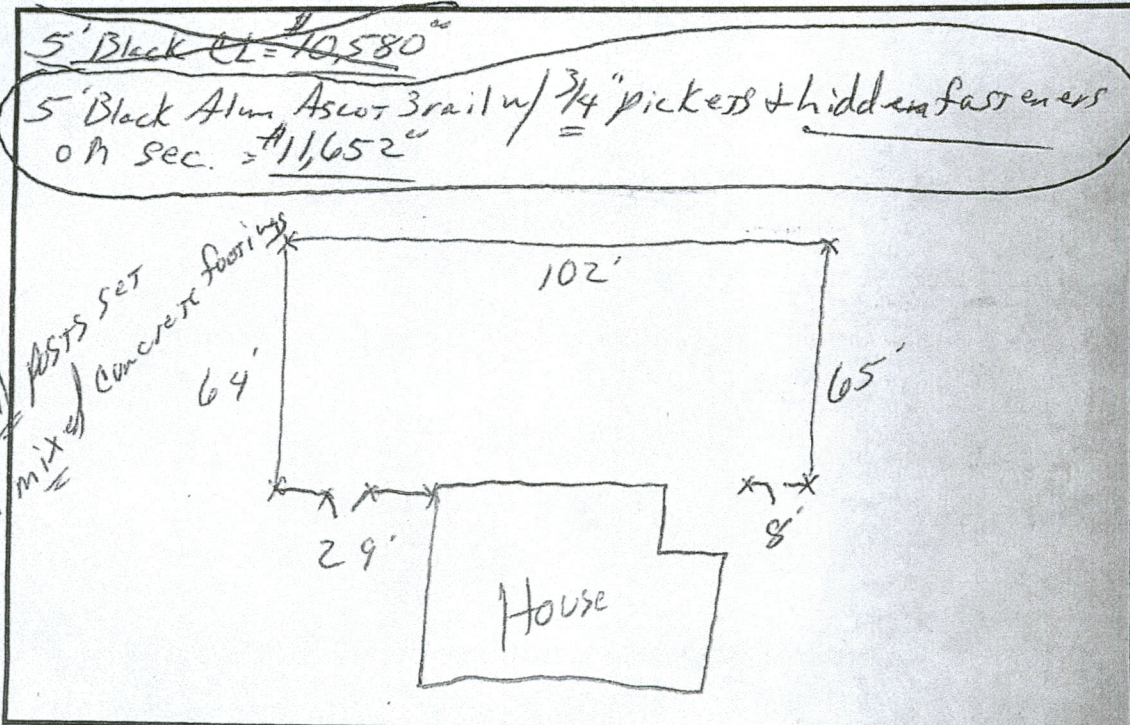
EMAIL: libertyfence@cableone.net • WEBSITE: libertyfencecompany.com
21018151

NAME: Brady Horner
ADDRESS: 1162 9th W
CITY: WFSO ST: ZIP:
HOME: 701 446 7291 WORK:
CELL: FAX:
EMAIL: brady.horner92@gmail.com

W/T: Mon. 4/12/21
12:30pm

Date: 3/9/21

Estimate Authorized By: Jeff



Total Lin. Ft. 268
of Gates: 1 walk 1 DD
Material:
Style:
Estm. Total Price: \$

Purchaser shall be responsible for and indemnify seller against any and all claims arising from failure to erect fence on property line, or to comply with bylaws or building restrictions, or for encroachment on or interference with adjoining land easements, damage to underground sprinklers, wire or pipes, or consequential damage. Seller is not responsible for any damage to fence or footings due to improperly prepared landscaping and/or fill materials. Purchaser shall be responsible for removal of excavated soil or seller will dispose of soil for an extra charge. All work to be completed in a workmanship manner according to standard practices. All agreements contingent upon strikes, accidents or delays beyond our control. Purchaser to carry fire, tornado, liability and other necessary insurances. Seller will make every effort to maintain reasonable installation schedule, however, weather, material, and construction delays can and do occur. Purchaser acknowledges these factors as being beyond the sellers control and therefore indemnifies seller from recourse for reasonable delays. A 50% deposit is due either at the time of order for special order projects, or at start of construction for stock materials. All remaining balances are due upon project completion. A 2% monthly service fee will be charged on any balances owing beyond 30 days of job completion. There will be a 3% handling fee for credit card purchases.

To accept proposal, please sign and date this contract and return it to our office via email, fax, or postal service.
Thank you for doing business with Liberty Fence & Deck Co.

Signature: [Signature] Date: 3-15-21