

# Indianapolis Deck & Fencing

Decks • Fences • Pergolas — Family-Owned Since 1997

## Company Contact

3408 Wilbur Rd  
Martinsville, IN 46151

(317) 474-2368

service@indianapolisdeckandfencing.com

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## Sales Contract / Work Agreement

This agreement is designed for project-specific use with customers. It combines clear business terms, jobsite expectations, permit language, payment terms, warranty language, and Indianapolis Deck & Fencing's first right to inspect and cure any claimed issue.

### DEPOSIT

**50% due at signing**

### FINAL PAYMENT

**50% due at substantial completion following final walkthrough**

### PERMITS

**Required permits included in contract price**

### WARRANTY

**2-year craftsmanship warranty on Contractor's workmanship**

**Recommended proposal language:** Customer acknowledges and agrees that this project is governed by Indianapolis Deck & Fencing's Sales Contract / Work Agreement, including payment terms, change-order requirements, permit terms, scheduling terms, material disclosures, warranty limitations, cancellation terms, and Contractor's first right to inspect and cure any claimed issue.

## 1. Customer and Project Information

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**CUSTOMER NAME(S)**

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**PHONE / EMAIL**

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**PROJECT ADDRESS**

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**ESTIMATED START WINDOW**

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**ESTIMATED COMPLETION WINDOW**

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## 2. Scope of Work and Contract Documents

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This Agreement includes this work agreement, the approved estimate or proposal, the scope of work, drawings or renderings if any, written change orders, written warranty language, and any written addenda issued by Contractor. The Work is limited to what is specifically described in writing.

**PROJECT DESCRIPTION / SCOPE**

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### 3. Contract Price and Payment Terms

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**TOTAL CONTRACT PRICE**

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**50% DEPOSIT DUE AT SIGNING**

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**50% BALANCE DUE AT SUBSTANTIAL COMPLETION**

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**PERMIT INCLUDED**

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- Contractor is not required to schedule the project, order materials, reserve production, or begin work until the deposit has been received and cleared.
- Substantial completion means the Work is sufficiently complete for its intended use, even if minor punch-list items, touch-ups, or administrative closeout items remain.
- Minor punch-list items or cosmetic items within normal trade tolerance do not delay final payment.

### 4. Changes, Hidden Conditions, and Additional Work

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#### **Change orders**

Any layout change, dimension change, material upgrade, railing or stair revision, drainage change, framing repair, or owner-requested addition must be approved in writing before the changed work is performed.

#### **Concealed conditions**

If rotten wood, hidden structural issues, buried obstructions, unsuitable soil, drainage problems, or other unknown conditions are discovered after work begins, that work is outside the original visible scope and billed separately.

## 5. Scheduling, Delays, and Access to Property

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Start dates and completion windows are estimates only unless specifically guaranteed in writing. Weather, permits, inspections, concealed conditions, material lead times, labor availability, and customer-requested changes may extend the schedule.

- Customer shall provide safe, reasonable, and timely access to the project site during normal working hours.
- Customer is responsible for moving personal property away from the work area and identifying private systems such as irrigation lines, invisible fencing, septic components, private wiring, or low-voltage installations not covered by public utility locates.
- Blocked access, unsafe conditions, or site-readiness problems may result in added labor, delay, or remobilization charges.

## 6. Permits, Site Information, and Property Lines

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Required permits for the contracted scope of work are included in the contract price unless this Agreement specifically states otherwise. Contractor will obtain the permit or permits reasonably required for the contracted scope.

Customer remains responsible for accurate property boundaries, surveys, easements, HOA restrictions, and private site information unless Contractor specifically agrees in writing to handle those matters. Pre-existing code issues, engineering requirements, survey requirements, boundary disputes, or agency-driven revisions outside the original scope are treated as additional work.

## 7. Materials, Existing Structures, and Workmanship Standard

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### Normal material variation

Pressure-treated wood, cedar, and other exterior products naturally vary in color, grain, moisture, checking, splitting, shrinkage, swelling, cupping, twisting, warping, raised grain, and weathering. These conditions alone do not indicate defective workmanship.

### Repair and tie-in work

For repairs, resurfacing, tie-ins, or partial rebuilds, Contractor is responsible only for the work specifically described in the scope and does not guarantee the overall performance of older existing construction that is not replaced.

Contractor shall perform the Work in a good and workmanlike manner consistent with normal residential construction practices. Minor variations in spacing, lumber character, alignment, or visual details may occur within normal trade tolerances.

## 8. Walkthrough, Punch List, and Contractor's First Right to Cure

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Upon substantial completion, Customer shall promptly participate in a final walkthrough and identify any specific concerns in writing with reasonable detail.

- Contractor shall have the first right to inspect, repair, replace, or otherwise cure any claimed defect, deficiency, incomplete item, or warranty concern related to the Work.
- Customer agrees not to hire others, perform self-help repairs, or authorize third-party corrective work before giving Contractor a fair opportunity to inspect and address the issue.
- Unauthorized outside repairs may limit or eliminate Contractor responsibility for those costs if Contractor is prejudiced by the lost opportunity to cure.

## 9. Limited Craftsmanship Warranty

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Contractor warrants its workmanship for a period of **two (2) years** from the date of substantial completion. This craftsmanship warranty is limited to the workmanship actually performed by Contractor under this Agreement and is limited to repair or replacement, at Contractor's option, of covered workmanship defects.

The warranty does not cover normal wear, normal wood movement or weathering, checking, twisting, color change, drainage issues, ground movement, storms, flooding, abuse, impact damage, vandalism, lack of maintenance, existing structural issues outside the contracted scope, or manufacturer defects governed by the manufacturer's warranty.

Any warranty claim must be submitted in writing within the warranty period, and Contractor must be given a reasonable opportunity to inspect and address the claim.

## 10. Customer Maintenance Responsibilities

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Exterior structures require routine care. Wood products may need cleaning, staining, sealing, fastening adjustments, and normal upkeep depending on exposure and product type. Failure to maintain the completed work may void warranty coverage to the extent the condition results from lack of maintenance.

## 11. Cancellation and Right to Stop Work

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If Customer cancels after signing, Contractor may retain or recover amounts reasonably necessary to cover reserved schedule time, permit work, ordered materials, special-order products, non-returnable items, delivery charges, restocking charges, design or estimating beyond ordinary bidding, and other actual commitments or losses caused by cancellation.

Contractor may stop work, delay work, withhold scheduling, withhold material delivery, or decline further performance if Customer fails to make required payments, denies reasonable access, demands work outside the approved scope without written change order, or otherwise materially breaches this Agreement.

## 12. Photo Permission, Entire Agreement, and Acceptance

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Unless Customer objects in writing before work begins, Contractor may photograph or video the project before, during, and after construction for documentation, quality control, training, portfolio use, website use, social media use, and marketing use, provided no sensitive personal information is intentionally disclosed.

This Agreement contains the full understanding between Contractor and Customer. No oral promise or informal message shall control over the written contract documents. Any amendment must be in writing.

This is a draft business form and should be reviewed by Indiana counsel before production use.

### Signatures

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#### CUSTOMER SIGNATURE

\_\_\_\_\_  
Printed Name Date

#### CO-CUSTOMER SIGNATURE

\_\_\_\_\_  
Printed Name Date

#### CONTRACTOR REPRESENTATIVE

\_\_\_\_\_  
Title Date

#### PROJECT NOTES / ADDENDA

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Attach scope, drawings, change orders, and warranty notes as needed.