

**AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE
CITY OF TWIN OAKS AND CHESTERFIELD FENCE & DECK CO.,
INC., FOR FENCE REPAIR AND GATE INSTALLATION.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN
OAKS, MISSOURI, AS FOLLOWS:**

Section 1. The Board of Aldermen hereby approves, and the Mayor is hereby authorized to enter into a contract on behalf of the City of Twin Oaks with Chesterfield Fence & Deck Co., Inc., for fence repairs and gate installation in Twin Oaks Park on the fence line by the Golden Oak entrance to the park in an amount not to exceed \$4,501.51 per the proposal dated August 30, 2017, marked "Exhibit 2" attached hereto and incorporated herein by reference. Such contract shall be in substantially the form of the contract, marked "Exhibit 1" attached hereto and incorporated herein by reference.

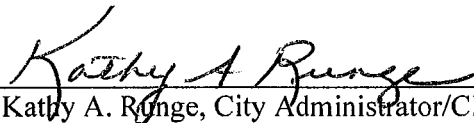
Section 2. This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,
THIS 18th DAY OF OCTOBER 2017.



Russ Fortune, Mayor

Attest:



Kathy A. Runge, City Administrator/Clerk

Exhibit 1

DRAFT

City of Twin Oaks, Missouri CONTRACTOR/SERVICES CONTRACT

THIS AGREEMENT, made and effective as of 10-19, 2017, by and between the City of Twin Oaks, a Missouri municipal corporation, hereinafter referred to as City, and Chesterfield Fence & Deck Co., located at 630 Spirit Valley Dr 63005 hereinafter referred to as "CONTRACTOR."

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Contractor services are necessary for the following Project of City: TWIN OAKS

Except as expressly specified herein, Contractor hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the services which are particularly described as Fence & Deck and as more specifically set forth in the attached Exhibit A incorporated herein. Repair

The above services (hereinafter referred to as the Work) shall be provided by the Contractor in accordance with all the provisions of the Contract and attached City of Twin Oaks Contractor/Services Agreement General Conditions for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any exhibit.

II. COMPENSATION

A. **Basic Compensation.** The City hereby agrees to pay the Contractor, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☐ a sum not to exceed _____

or (if above box is not checked):

☒ such amount as is set forth on an attached Exhibit A that is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. **Additional Compensation.** Any cost not specifically allowed the Contractor pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Contractor shall be paid as follows:

As approved in writing by the Board of Aldermen.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted electronically to the City Hall (Kathy Runge - krunge@villageoftwinoaks.org) and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work.

IV. CONTRACT SCHEDULE

Time is of the essence. The work to be performed under this Contract shall be commenced on 12-13, 2017, and shall be completed in a reasonable manner no later than 12-19, 2017. Failure to complete the Work by the completion date shall result in a reduction in the amount due to the Contractor under this Contract in the amount of \$100.00 per day as liquidated damages, herein acknowledged to be reasonable compensation for such delay, in addition to any other remedy that the City may have hereunder.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

CONTRACTOR

CITY OF TWIN OAKS, MISSOURI

By: [Signature]

By: _____

Title: President

DATED: _____

DATED: 10-10-17

ATTEST:

**CITY OF TWIN OAKS
CONTRACTOR/PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Contractor. The Contractor shall be and operate as an independent Contractor in the performance of this Contract. The Contractor shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Contractor shall be employees of said Contractor and not employees of the City in any respect.

Compliance with Laws. The Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, Title VI, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.280 R.S.Mo. shall apply and are incorporated herein. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Contractor shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Contractor in an effort to resolve any such conflict.

Subcontracts. The Contractor shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Contractor.

Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Contractor, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Contractor under the terms of this agreement. The Contractor shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement.

Insurance. Contractor shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.810 RSMo. applicable to political subdivisions unless otherwise agreed by the City. The policies of insurance shall be in such form and shall be issued by such company or companies as may be satisfactory to the City. In addition to the foregoing, the Contractor shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Exhibit A, if any, but in no event less than the maximum amounts of liability set forth in Chapter 537.810 RSMo. applicable to political subdivisions. The City, and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Contractor's work, as determined by the City, shall be named as additional insured with duty of defense on all insurance policies required hereunder. The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance; provided that nothing herein shall be deemed to permit a cause of action against the City for damages or be deemed a waiver of the City's sovereign immunity relative to any claim against the City.

NonDisclosure. The Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing prior to the change in work or terms being performed. The Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Contractor, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Contractor shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Contractor, upon written notice from the City, to immediately proceed with such alteration or change, and Contractor shall be compensated the

reasonable value of such Work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Contractor written notice to such effect. The City shall pay to the Contractor in full satisfaction and discharge of all amounts owing to the Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account of the Contract Price. The Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

Other Contractors. The City reserves the right to employ other Contractors in connection with the Work.

Proposals. If the City issued a written request for proposals in connection with the Work or orally asked for a proposal, such request for proposals and the proposal of the Contractor in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the Contractor's proposal and the executed Contractor/Services Contract (including these General Conditions) or the City's request for proposal, the requirements of the City's request for proposal and the executed Contractor/Professional Services Contract shall control and supersede the Contractor's proposal unless a change thereto is specifically stated in this Contract.

Project Records and Work Product. The Contractor shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Contractor created in performance of or relating to this Contract. Contractor agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Contractor for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Contractor identified in the Contractor's proposal and no other personnel of the Contractor shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Contractor shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Contractor shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Contractor is a citizen or a permanent resident of the United States or is

lawfully present in the United States. The Applicant for the Contractor (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Contractor and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States.

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Contractor.

Representations. Contractor agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

CHESTERFIELD
FENCE & DECK
The Sign You Hear The Very Best

Date: 9/3/2017
Consultant: Kevin Smith
Recd.: X
Direct #: 314-706-6331

Purchaser Name	City of Twin Oaks	Residence #	Name:
Co Purchaser	John (Kevin) Williams	☐ Cell ☒ Bus	636-225-7873
Email Address	jwilliams@cityof.twinoaks.mo.us	☐ Cell ☒ Bus	614-574-7152
Billing Address	1393 Big Bend Rd., Suite F	Twin Oaks	MO 63021
		City	State Zip
Jobsite Address	Twin Oaks Park	City	State Zip

☐ Material Only	☒ Installed								
Type of Material:	☐ Eastern Cedar	☐ Alum Guard Aluminum						☐ Prastige Aluminum	☐ Veka Deck / Rail
	☐ Western Cedar	☐ Veka Vinyl						☐ Ameristar Montage	☐ Horizons Deck / Rail
	☐ Ozark Timber	☐ Other _____						☐ Western Cedar Deck	☐ Sunroom / Screen R.
WOOD, VINYL, ORNAMENTAL			Pickets	Rails	Posts				
Ft./Obs.	Width	Style	Size / Mat'l / Top Style / Spacing	No. / Size	Mat'l	Size	Top Style	Mat'l	
1 ea.	6"	Pull and repost				4x4	flat	ERC	
1 ea.	6"	5' w Victoria Gate	Flour de Lis Arched		AG CF	2.5'	flst	AG CF	
1 ea.	4"	5' w Victoria Gate	Flour de Lis Arched		AG CF	2.5'	flst	AG CF	
4	6"	No Picket existing	5" / ERC / DE						
Tenon/Latch/Bolt/H.L.				Tenip Fence Posts:	Fence must meet post code ☐ Yes ☐ No				
Property Stakes Present?	☐ Yes ☐ No		Latch Type:	Lock Latch		Hinge:	Two Glugs		
☐ Fence to be topped ☐ Fence to be Level at Top, Regardless of Grade/Terrain of Land ☒ Fence to Follow Grade/Terrain of Land									
CHAIN LINK		Wire	Topsrail		Line Posts		Terminals		
FL	Ht.	Ga.: Fabric/Mesh	O.D. / W.Th./Mat'l		O.D.W.Th./Mat'l	Nat'l Type/O.D./W.Th./Mat'l			
							It-table	Sigs.Swires	

1. Repair fence and install gates per proposal dated 8/30/2017 2. Price includes all discounts.	
ADDITIONAL DETAILS:	
Merchandise/Installation	\$5,826.89
Adjustments <80%>	<1125.38>
Total Price*	\$4,501.51
Deposit: 1/2, 1/3, Finance	Net 10
*Total price subject to actual in	
Balance due upon completion of construction ; municipal inspections to follow. Initials: x	
Payment Terms:	
☐ 1/2 Deposit, Balance at Completion	
☐ 1/3 Deposit, 1/3 @ Start, 1/3 @ Completion	
Initials:	Finance Plan # :
Extra Charges for Compressor Holes: \$26 <i>If Applicable</i>	
FINANCE DESCRIPTION: CUSTOMER, WHETHER ASSISTED BY CHESTERFIELD FENCE & GATE COMPANY OR NOT, ASSUMES RESPONSIBILITY OF ACTUAL FENCE LOCATION AND WILL CONTACT GOVERNING AUTHORITIES AS TO THEIR REGULATIONS. COMPLIANCE BEARS WITH CUSTOMER AFFIDAVITS. WORK BEGINS, CHESTERFIELD FENCE & GATE COMPANY IS TO HAVE ONLY "PUBLIC" ELECTRIC, TELEPHONE, GAS AND CABLE TV LINES MARKED AND CUSTOMER TO MARK ALL OTHER BURIED LINES INCLUDING PRIVATELY INSTALLED GATE LITE T.V., ELECTRIC, TELEPHONE, INTERNET, GAS, WATER, SPRINKLER, AND DRAINAGE LINES. IF CUSTOMER DIRECTS DIGGING IN VICINITY OF KNOWN LINES HE ASSUMES LIABILITY FOR DAMAGE OR DEATH. CONTRACTOR IS NOT RESPONSIBLE FOR ANY LINES AND CONDITIONS ON REVERSE SIDE WHICH ARE INCORPORATED HEREBY BY REFERENCE.	



Chesapeake Fence & Deck Company, Inc.
Seller
Kevin G Smith 314-706-6331
Authorized Agent

1. **CONTRACT APPROVAL.** This contract shall not bind Seller until, either approved in writing by an authorized officer of Seller or Seller begins performance of this contract. Seller used an _____ prior actual notice of contract acceptance in Customer. Only a Seller's officer or manager may alter paragraphs 1 through 15 below or agree to any term inconsistent therewith.
2. **ENTIRE UNDERSTANDING.** This document and all contemporaneously executed supplements hereto are the contract between the parties and represent their entire understanding. There will be no written or oral understandings or representations in addition to or modifying this contract except as permitted by paragraph 3 below.
3. **MINOR VARIATIONS.** Drawings and measurements shown are subject to change by Seller based upon job conditions. No other work shall be done nor material furnished except as specified herein or subsequently agreed in writing. Changes requested by Customer or required hereunder shall be at a charge and be charged in addition to the agreed price. Initials: _____
4. **LOSS.** The risk of loss for both labor performed and material on Customer's property, whether installed or uninstalled, beyond the terms of Seller's limited warranty in paragraph 6, is upon Customer.
5. **CUSTOMER'S WARRANTIES AND OBLIGATIONS.** Customer warrants that: (a) Customer owns the property on which work is to be done and no other entity holds an interest in the property. If any holder condition exists, Seller may, at its sole option: (i) with approval of Customer, at a negotiated price, proceed to complete the contract after rectifying such hidden condition; or (ii) terminate this contract in which event Seller shall have all remedies provided by paragraph 8 below. Unless otherwise stated in writing, Customer shall obtain and pay for all necessary building permits. Customer shall furnish all material and labor which are its responsibility (whether explicitly designated or not) so as not to interfere with Seller's performance of its obligations hereunder. Initials: _____
6. **SELLER'S LIMITED WARRANTY.** Seller warrants all workmanship in Customer for a period of five (5) years from the date shown on the face of this contract. No warranty made by Seller is transferable and Customer shall not transfer any warranty to any entity whether upon sale of the property or otherwise. After the warranty period, there will be a service charge for work performed by Seller. Materials are warranted only by the manufacturer and Seller shall assign all such warranties to Customer upon Customer's request. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PROVISIONS OF THIS WARRANTY ARE CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM ANY CAUSE WHATSOEVER.** Some states do not allow the exclusion or limitation of incidental or consequential damages to the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which may vary from state to state. Without expanding the limited warranty above, neither Seller nor its suppliers warrant: (a) that colors and textures will not vary from samples presented to Customer; (b) natural wood products utilized in fences and decks or other construction against splitting, discoloration, knots, tubing, cracking, or warping; (c) concrete against cracking caused by subsurface conditions or salt damage; (d) the function or performance of any materials furnished by Customer, even if Seller installs such materials; or (e) that the specifications of materials can be matched on subsequent installations or repairs. Initials: _____
7. **DELAY AND CANCELLATION.** Seller is not responsible for delay, damage or inability to perform caused by Customer, strikes, acts of God, war, riots, strikes, weather conditions, public authorities or other causes or casualties beyond Seller's control. If work is stopped for 7 days or more by public authority or through any act or neglect of Customer, Seller may terminate this contract and recover from Customer the amount due under paragraph 8 below. Customer's obligation to pay and perform under this contract, no matter how long Seller's performance is suspended, shall not be affected. Customer shall have 30 days following notification that materials are ready for installation within which to allow Seller to begin installation and pursue installation to completion.
8. **DAMAGES AND REMEDIES.** (a) In the event of Customer's breach or repudiation of this contract, Customer agrees to pay to Seller as liquidated damages and not as a penalty, a sum computed as follows: (i) Seller's full current retail list price for all custom materials ordered or installed at the time of Customer's breach or repudiation; (ii) seller's full current retail list price for all non-custom materials installed and all work performed at the time of Customer's repudiation or breach; plus (iii) 25% of Seller's full current retail list price for all work and non-custom materials contracted for hereunder and not performed or installed which are not otherwise included in subparagraphs (i) and (ii) above. (b) As used herein, "custom materials" include both the materials so designated in this contract and any other specially ordered or fabricated products or materials. (c) In addition, in the event of Customer's breach, Customer agrees to pay all costs of collection, including but not limited to court costs and attorney's fee of 30% of the amount owed. (d) In the event that Customer breaches or repudiates this contract, then Seller may, at its sole option, sell for scrap all custom material at any time following 30 days after such breach. (e) If Customer fails to make payments as provided herein, after 10 days' written notice, Seller may remove all materials installed without liability to Customer.
9. **CREDIT.** If any portion of the contract price is to be financed, Customer agrees to sign any and all required documents, including but not limited to a credit application, note, deed of trust and completion certificate, on the lender's documents and forms. If Seller obtains financing for customer (whether or not this contract is contingent upon financing), then Seller may assign this contract to the lender extending the financing. If this contract is not contingent upon financing, any attempt by Seller to obtain financing for Customer shall only be an accommodation to Customer and shall, in no way, affect Seller's right to the contract. If this contract is contingent upon financing, the amount financed will not exceed 100% of the purchase price, the interest rate will not exceed the maximum allowed by law, and payments will not extend more than 25 years after substantial completion. Seller's presentation of a credit application for Customer's completion shall not constitute a representation that credit will be available upon any terms other than those of the financing source or that credit will be available from the entity shown on the face of the credit application.
10. **(a) NOTICE TO OWNER. FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MERCHANT'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 425, B.M.S. TO AVOID THIS RESULT CUSTOMER MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN CUSTOMER PAYING FOR LABOR AND MATERIALS TWICE. IN ILLINOIS, THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWEORN STATEMENT OF PERSONS FURNISHING MATERIAL AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR. (b) NOTICE OF CANCELLATION: CUSTOMER MAY CANCEL THIS TRANSACTION WITHOUT ANY PENALTY OR OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE DATE ON THE REVERSE SIDE OF THIS CONTRACT. IF CUSTOMER CANCELS ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY CUSTOMER AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY CUSTOMER UNDER THE CONTRACT OR TRANSACTION WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY SELLER OF CUSTOMER'S CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELED. IF CUSTOMER CANCELS, CUSTOMER MUST MAKE AVAILABLE TO THE SELLER AT CUSTOMER'S RESIDENCE IN SUBSTANTIALLY AS GOOD A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO CUSTOMER UNDER THIS CONTRACT OR TRANSACTION, OR CUSTOMER MAY IF CUSTOMER WISHES, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK. IF CUSTOMER MAKES THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF CUSTOMER'S NOTICE OF CANCELLATION, CUSTOMER MAY RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. IF CUSTOMER FAILS TO MAKE THE GOODS AVAILABLE TO THE SELLER, OR IF CUSTOMER AGREES TO RETURN THE GOODS TO THE SELLER AND FAILS TO DO SO, THEN CUSTOMER REMAINS LIABLE FOR PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, OR SEND A TELEGRAM TO SELLER AT 1614 OLIVE STREET ROAD, CHESTERFIELD, MO. 63015, WITHIN THREE (3) BUSINESS DAYS OF THE DATE ON THE REVERSE SIDE OF THIS CONTRACT. TO CANCEL THIS CONTRACT SIGN AND DATE BELOW AND SEND ONE COPY TO SELLER.** (DATE) _____
11. **SELLER'S RESPONSIBILITY.** In the event Seller negligently damages Customer's property, Seller's responsibility shall be limited to, at its sole option: (a) restoring the property to as near as practicable its original condition; or (b) replacing the property with a similar readily commercially available substitute. In no event will Seller be responsible to provide ongoing, retiling, pointing or finishing. Provided, however, that if any finished goods provided by Seller are noted or scratched during installation, Seller's sole responsibility shall be to apply touch-up paint or finish supplied by the manufacturer of a readily commercially available substitute.
12. **DEFAULT.** Upon Customer's default, notwithstanding any other provision of this contract Seller may, at its sole option, declare all obligations of Customer immediately due and payable. Upon default, Seller shall have all rights and remedies provided in this contract and those available under applicable law. Without limitation, the occurrence of any of the following events shall constitute a default: (a) non-payment, when due, of any amount payable by Customer to Seller or breach of any other agreement, contract or obligation; (b) any statement, representation or warranty of Customer herein or in any application or other writing furnished by or on behalf of Customer to any lender or to Seller in connection with this transaction, which is untrue in any material respect; (c) Customer being insolvent or unable to pay debts as they mature or making an assignment for the benefit of creditors; or (d) institution by or against Customer of a proceeding alleging that Customer is insolvent or unable to pay debts as they mature.
13. **CREDIT CHECK.** Seller may review Customer's credit with any credit reporting agency, lender or other entity. A negative finding of Customer's ability to perform this contract and to effectuate collection. If Seller, in its sole judgment, determines that Customer is not sufficiently able to make payment under this contract, then Seller may rescind this contract.
14. **HEADINGS.** Paragraph headings in this contract are for convenience only, and shall not be used to interpret or construe the provisions hereof.
15. **DEFINITION AND AUTHORITY.** "Customer" as used herein shall include the Joint Customer, if any, as shown on the face of this contract. The Customer and Joint Customer appoint each the agent of the other to deal with Seller in relation to all transactions, including this contract, and to make any change or amendment thereto. However, at its option Seller may require that both the Customer and Joint Customer execute documents.
16. **LATE PAYMENT.** It is expressly understood and agreed that payment is due upon receipt of invoice. Interest of 1 1/2 % per month will accrue on the unpaid balance. In the event this contract is placed in the hands of an attorney for collection, all costs of collection and a reasonable attorney's fee will accrue as well as the balance due and owing, including interest.

Exhibit 2
August 30, 2017 Proposal

PROJECT PROPOSAL

Prepared by: Kevin G Smith

Mobile: 314-706-6331

Date: 8/30/2017

Email: ksmith@chesterfieldfence.com

Prepared For:

Client Email

Phone #1**Phone #2**

City of Twin Oaks/John Williams

jwilliams@vil.twin-oaks.mo.us

314-574-7152

636-225-7873

Address

City

State

Zip Code

Twin Oaks Park

Twin Oaks

MO

63021

Description of Your Project

[illegible][illegible]

PROJECT SUBTOTAL		\$ 5,626.89
TOTAL PROMOTIONS, DISCOUNTS AND ADJUSTMENTS		20.0% \$ 1,125.38
TOTAL INVESTMENT		\$ 4,501.51
PLAN #	FINANCE PROMOTION	Estimated Payment
0	No Plan Selected	#N/A



Fences • Decks • Patios • Sunrooms • Screen Rooms • Retaining Walls
Serving St. Louis and the Surrounding Areas For 49 Years
A+ Better Business Bureau Rating • 12 Angie's List Super Service Awards

Connect with us:  



Thank you for the opportunity to work with you on your project!