

# APPLICATION FOR BUILDING PERMIT

The Village of Irvington | 85 Main St | Irvington NY 10533

Application Number:	399	Date:	04/27/2022
Job Location:	32 SYCAMORE LA	Parcel ID:	2.90-48-21
Property Owner:	Linda Coxon	Property Class:	1 FAMILY RES
Occupancy:		Zoning:	
Common Name:			

Applicant	Contractor
Linda Coxon	Frank Cipriani
None	King Fence, Yonkers
32 SYCAMORE LNIRVINGTON NY 10533	48 Grassy Sprain Rd Yonkers New York 10710
7169073193	9143378700

## Description of Work

Type of Work:	Fence	Applicant is:	Owner
Work Requested by:	The Owner	In association with:	
Cost of Work (Est.):	3700.00	Property Class:	1 FAMILY RES

## Description of Work

**Installation of 85' linear feet of 4' high color black aluminum fence style E-2 residential grade including two single 4x4 matching gates. Fence sections would complete the enclosure of the backyard behind the house.**

**Please Note:** Completing the application does not constitute a permit to commence construction. To obtain your permit follow the instructions on the instruction page provided on page 3.



Job Location: 32 SYCAMORE LA

Parcel Id: 2.90-48-21

### AFFIDAVIT OF APPLICANT

I **Linda Coxon** being duly sworn, depose and says: That s/he does business as: **None** with offices at: **32 SYCAMORE LN IRVINGTON NY 10533** and that s/he is:

- ☒ The owner of the property described herein.  
☐ The \_\_\_\_\_ of the New York Corporation \_\_\_\_\_ with offices at: \_\_\_\_\_  
\_\_\_\_\_ duly authorized by resolution of the Board of Directors, and that  
said corporation is duly authorized by the owner to make this application.
- ☐ A general partner of \_\_\_\_\_ with offices \_\_\_\_\_ and that said  
Partnership is duly authorized by the Owner to make this application.
- ☐ The Lessee of the premises, duly authorized by the owner to make this application.
- ☐ The Architect or Engineer duly authorized by the owner to make this application.
- ☐ The contractor authorized by the owner to make this application.

That the information contained in this application and on the accompanying drawings is true to the best of his knowledge and belief. The undersigned hereby agrees to comply with all the requirements of the New York State Uniform Fire Prevention and Building Code, the Village of Irvington Building Code, Zoning Ordinance and all other laws pertaining to same, in the construction applied for, whether or not shown on plans or specify in this application.

Sworn to before me this 29 day of June of 2022

[Signature]

Notary Public / Commission of Deeds

LIM KIM A.

Notary Public, State of New York  
No. 01L16144154  
Qualified in Westchester County  
Commission Expires Apr. 24, 2026

Linda Coxon

Applicant's Signature

### OWNER'S AUTHORIZATION

I **Linda Coxon** as the owner of the subject premises and have authorized the contractor named above to perform the work under the subject application.

Owner phone number (716) 907-3193 Owner email address lindaannecoxon@gmail.com

- ☒ Linda Coxon I hereby acknowledge that it is my responsibility as the **property owner** to ensure that if the permit (if issued) receives a Final Certificate of Approval from the Building Department and further that if a Final Certificate of Approval is not obtained upon completion of the construction, a property violation may be placed on the property for which this permit is being requested.

Sworn to before me this 29 day of June of 2022

[Signature]

Notary Public / Commission of Deeds

LIM KIM A.

Notary Public, State of New York  
No. 01L16144154  
Qualified in Westchester County  
Commission Expires Apr. 24, 2026

Linda Coxon

Applicant's Signature



George Latimer  
Westchester County Executive



James Maisano  
Director, Consumer Protection

## Department of Consumer Protection Home Improvement License

CIPS FENCE CO., INC.  
KING FENCE  
48 GRASSY SPRAIN ROAD  
YONKERS, NY-10710

This license is issued in accordance with Article XVI of the Westchester County Consumer Protection Code and is valid only upon presence of the official department seal. Proof of citizenship or immigration status is not required for issuance of this license.  
NOT FOR FEDERAL PURPOSES

License Number

WC-10412-H99



Date of Expiration

11/04/2023





CIPSFEN-01

LOLIVEIRA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ference Gray Insurance Brokerage, LLC 19 Mill Street Port Chester, NY 10573	<b>CONTACT NAME:</b> Liveen Nembhard	
	<b>PHONE (A/C, No, Ext):</b> (914) 517-8682	<b>FAX (A/C, No):</b> (914) 696-0415
<b>INSURED</b>  CIPS Fence Co. Inc. dba King Fence FRANK CIPRIANI 48 GRASSY SPRAIN ROAD YONKERS, NY 10710	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Erie Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		Q47-6950084	11/19/2021	11/19/2022	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS	X		Q11-6940010	11/19/2021	11/19/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	Q35-5170349	11/1/2021	11/1/2022	EACH OCCURRENCE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Village of Irvington is named as Additional Insured under General Liability, Auto, and Umbrella Policies.

## CERTIFICATE HOLDER

## CANCELLATION

Village of Irvington 85 Main Street Irvington, NY 10533	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Liveen Nembhard</i>





# CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

## Insured Detail

<b>1a. Legal Name and address of Insured (Use street address only)</b> Abel HR II, Inc. L/C/F Cips Fence Co, Inc. 48 Grassy Sprain Rd Yonkers, NY 10710  DBA: King Fence  <i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i>	<b>1b. Business Telephone Number of Insured</b> 860-609-0400  <b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b>  <b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 134049813
<b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b>   Village of Irvington 85 Main Street Irvington, NY 10533	<b>3a. Name of Insurance Carrier</b> AmTrust Insurance Company  <b>3b. Policy Number of entity listed in box "1a":</b> KWC1278802  <b>3c. Policy effective period:</b> 3/1/2022 to 3/1/2023  <b>3d. The Proprietor, Partners or Executive Officers are:</b> <input checked="" type="checkbox"/> included (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved By: Matt Zender  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: \_\_\_\_\_ 2/28/2022  
(Signature) (Date)  
Title: SVP, Workers Comp Production Management



C-105.2 (9-17)

www.wcb.ny.gov

### **Workers' Compensation Law**

#### **Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE





**Workers' Compensation Board**

# **CERTIFICATE OF INSURANCE COVERAGE** under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

<b>PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier</b>	
1a. Legal Name & Address of Insured (use street address only) CIPS FENCE CO, INC. DBA KING FENCE 48 GRASSY SPRAIN ROAD  YONKERS NY 10710 <small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small>	1b. Business Telephone Number of Insured  914-337-8700  1c. Federal Employer Identification Number of Insured or Social Security Number  134049813
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)  Village of Irvington 85 Main Street Irvington, NY 10533	3a. Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY  3b. Policy Number of Entity Listed in Box "1a" LNY-646115  3c. Policy effective period 01/01/2022 to 12/31/2022
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only.	
5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law <input type="checkbox"/> B. Only the following class or classes of employer's employees:	
Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.	
Date Signed 01/19/2022	<i>Elizabeth Tello</i> <small>(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)</small>
Telephone Number (212) 553-8074	Name and Title: Elizabeth Tello - Assistant Director, Statutory Services
<b>IMPORTANT:</b> If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.	
<b>PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)</b>	
State of New York <b>Workers' Compensation Board</b> According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.	
Date Signed	By
	<small>(Signature of Authorized NYS Workers' Compensation Board Employee)</small>
Telephone Number	Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.





## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1 a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

**Please Note:** Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

### DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



***Record and Return Title Agency, Inc.***  
***Stewart Title Insurance Company***

Title Number: **RR-W-44496-21**

**Survey Reading**

Survey made by Eight Rumsey, Inc., dated 5/2//1968 revised 1/6/1969 shows:

Two (2) story frame with one story frame on east;

No encroachments, no violations of deed restrictions or variations with lot lines except for the following:

Variations between driveway, concrete retaining wall and north record line of title.

Policy insures, for mortgage purposes only, against monetary loss by reason of said encroachments and/or variations.

Survey brought to date by visual inspection dated 10/5/2021, which shows:

Slate walk; concrete patio; brick pad with two A/C units; concrete steps and retaining wall with metal rail; brick pad

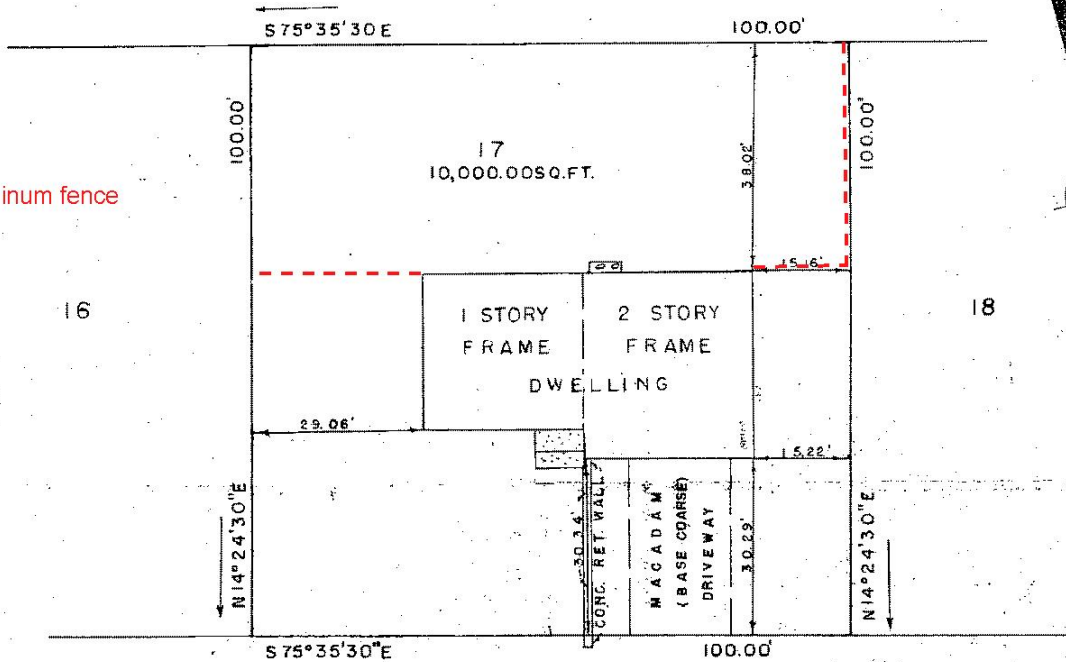
Note: Survey Reading and/or Inspection are not intended to be and should not be used to determine compliance with local building, zoning laws and regulations. They should only be relied upon to disclose exceptions to title.



0020900048021

N. O. F.

Proposed  
black 4' aluminum fence



SYCAMORE LANE

BY Charles Riley  
CHARLES RILEY - N.Y.L.S.

SCALE 1" = 20'  
MAY. 28, 1968  
SEPT. 16, 1968  
JAN. 2, 1969 FINAL  
JAN. 6, 1969

EIGHT RUMSEY, INC.

LOCATED IN THE  
VILLAGE OF IRVINGTON  
TOWN OF GREENBURGH  
WESTCHESTER COUNTY, N. Y.



Cips Fence Co. Inc.  
d/b/a "KING FENCE"  
Westchester • Rockland • Connecticut  
48 Grassy Sprain Rd. Yonkers, N.Y. 10710 Phone: (914) 337-8700 • Fax: (914) 337-9131

The following is the Agreement between (or among) Cips Fence Co., Inc. (d/b/a `King Fence"). ("King Fence") and the customer(s) signing below (jointly and severally the "Customer") and shall be effective upon signing by King Fence

PROPOSAL SUBMITTED TO CUSTOMER	PHONE	DATE
COXON	716-907-3193	5/13/22
STREET	JOB NAME	
32 SYCAMORE LANE	LINDAANNECOXON@GMAIL.COM	
City, state, zip	JOB LOCATION	
IRVINGTON , N.Y.		
ESTIMATOR	JOB PHONE	JOB FAX
FRANK CIPRIANI		

MATERIALS:

OPTION#1	INSTALL AN APPROX. 85’ LINEAR FEET OF 4’ FEET HIGH COLOR BLACK ALUMINUM FENCE STYLE E-2 ... RESIDENTIAL GRADE ...	
	INSTALL 2 SINGLE 4 X 4 MATCHING GATES ...	

MATERIAL AND LABOR COSTS	\$3,700.00	PLUS TAX
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OPTION#2	INSTALL ACROSS THE BACK ... APPROX. 104’ LINEAR FEET OF 4’ FEET HIGH COLOR BLACK ALUMINUM FENCE STYLE E-2 ...	
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MATERIAL AND LABOR COSTS	\$4,000.00	PLUS TAX
--------------------------	------------	----------

THIS QUOTE IS ONLY GOOD FOR 10 DAYS DUE TO RAPID MATERIAL INCREASES

CHARGES TO CUSTOMER/PAYMENT TERMS:  
THE BASE CHARGE FOR WORK (INCLUDING, WITHOUT LIMITATION, LABOR ) AND SPECIFIED MATERIALS SHALL BE \$ \_\_\_\_\_ PAYMENT OF WHICH SHALL BE MADE AS FOLLOW ..... 50% DEPOSIT AND BALANCE DUE ON THE DAY OF COMPLETION .....

1. Title to Materials:  
Until payment in full hereunder has been made to King Fences, all materials shall remain the property of and title thereto shall remain reserved and vested in King Fences. King Fences may, at its sole option, in the event of a default by Customer in any of its obligations to King Fences, remove any and all materials supplied by or on behalf of King EFNUKH Fences, notwithstanding, that the same may be attached to or be part of the Subject Property (including/without limitation, the materials). The foregoing removal right is in addition to and not in substitution for any and all other rights which King Fences may have at law, in equity, by contract or otherwise.

All materials supplied in accordance with the specifications set forth in this Agreement (the "Specified Materials") are guaranteed to be as specified in this Agreement. All work to be performed in accordance with this Agreement (the "Work") will be completed in a workmanlike manner in accordance with standard practice.

Any alterations or deviations from the specifications contained in this Agreement will be subject to an additional charge to Customer over and above the amount specified in this Agreement. Any specifications, estimates and completion times contained in this Agreement are subject to delay or cancellation by King Fences by reason of anything beyond the control of King Fences, including, without limitation, strikes, accidents, fires or acts of God.

CUSTOMER RESPONSIBILITY: Customer agrees that:

1. It shall located, identify and clearly designate to King Fences the parameters of the property upon which the work is the subject of this Agreement to be done (the "Subject Property"), and any easements and underground cables, pipes and the like affecting the Subject Property and shall defend and hold King Fences harmless from any loss or liability (including, without limitation, attorneys fees) arising from claims asserted against King Fences with respect to any of the foregoing;
2. It shall obtain permits, permissions (including, without limitation, permission from owners of property adjacent to the Subject Property (the "adjacent Property") to enter upon the Adjacent Property) and variances in connection with the work; and
3. The proposal contained herein is based upon the express condition that all of the work can be completed without interruption. Accordingly should the Customer cause or fail to prevent any delays or interruptions in the work whether the same is being done by King Fences, its employees or subcontractors, for any reason including, without limitation, requests for changes or inability or failure to provide proper access to the Subject Property or the Adjacent Property, Customer agrees to pay additional charges covering any additional time and expenses incurred by King Fences by any reason of the foregoing.

LATE PAYMENT CHARGES:

Customer agrees to pay late payment charges at the rate of 16% per annum on all amounts due hereunder more than thirty (30) days past the date of payment thereof

NON REFUNDABLE DEPOSITS:

Customer agrees that any and all deposits made by the customer shall be non-refundable excepting only if King Fences cancels this Agreement without cause.

SECTION HEADINGS: The headings used here in are intended to be for convenience of reference only and shall not define or limit the scope, extent or intent or otherwise 3 affect the meaning of any portion hereof:

Acceptance of proposal -Customer hereby accepts this proposal and agrees that all prices, specifications, agreements and conditions contained herein are satisfactory and agrees that the customer shall be deemed a contract between Customer and King Fences. Customer hereby authorizes King Fences to commence the work as specified in this proposal.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Initial: \_\_\_\_\_

Customer's Date of Acceptance: \_\_\_\_\_ Initial \_\_\_\_\_

Agreed. Cips Fence Co., Inc. d/b/a "KING FENCES"

By: FRANK CIPRIANI Title : PRESIDENT Initial: F.C \_\_\_\_\_

Agreed and Accepted. (If more than one customer, each Customer by its signature below hereby agrees to be jointly and severally bound by this Agreement)

Customer: \_\_\_\_\_

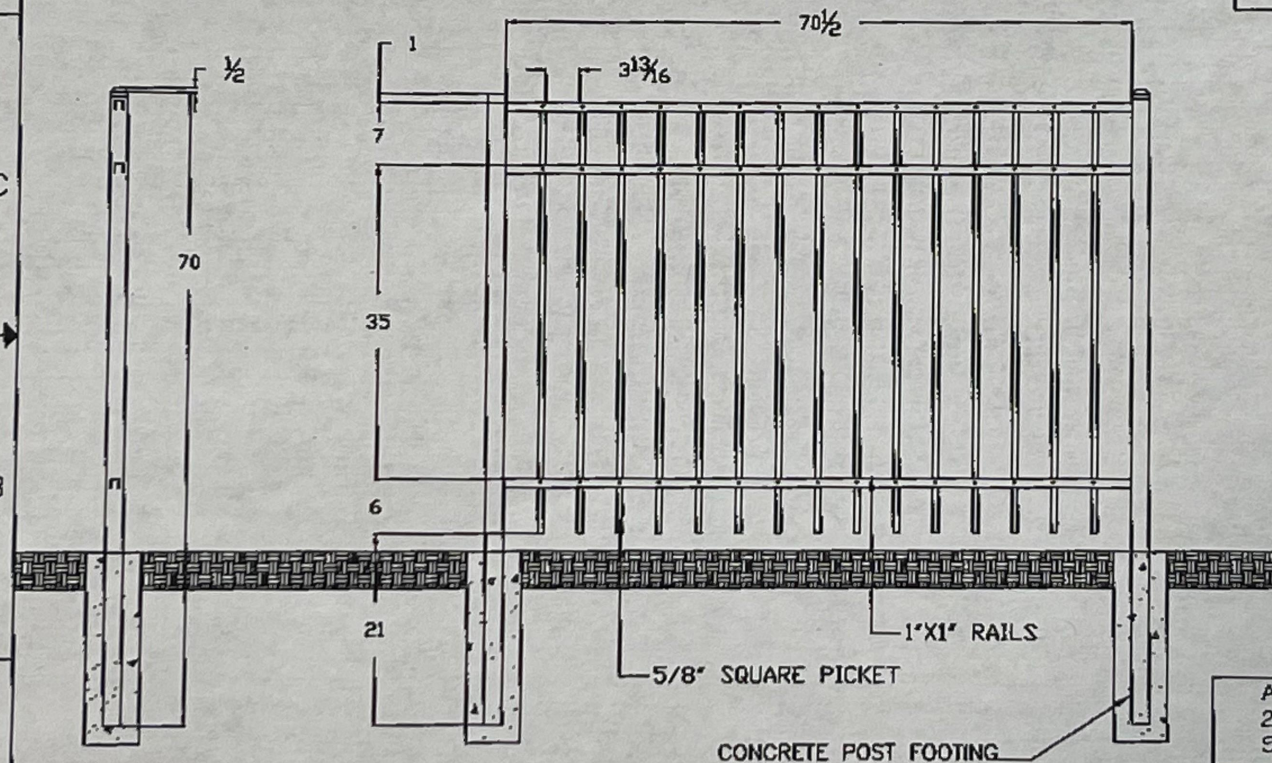
Print Name: \_\_\_\_\_





**VANGUARD™**

ALUMINUM FENCES



American Fence Systems Inc.  
2279 South Clinton Avenue  
South Plainfield, N.J. 07080

**DRAWING**

TYPE: RELIANT

STYLE: E-2

HEIGHT: 48"

DATE	12/15/09	DATE REV	E4	REV	
SCALE		SHEET			











