

Chesterfield Fence & Deck Company, Inc.
Chesterfield Sunrooms
620 Spirit Valley East Drive
Chesterfield, MO 63005
Phone: 636-532-4054
Fax: 636-532-8011
Email: drewd@chesterfieldfence.co



AGREEMENT
Date: **5/6/2026**
Consultant: **Drew DeGeare**
Recd.:
Cell #: **314-974-2290**
Email: drewd@Chesterfieldfence.com

Chesterfield Fence & Deck Co. (hereinafter called "Seller") agrees to furnish all necessary materials, labor, and workmanship to deliver/install and/or construct, and replace the improvements according to the following specifications, terms and conditions on the premises below described:

Purchaser Name	West Hampton Woods HOA c/o Dept 526			Community	Financials, Inc.	Name:
Co-Purchaser				☒ Cell	☐ Bus.	314-761-9105
Email Address	joe@knoernchilds.com			☐ Cell	☐ Bus.	0
Billing Address	PO Box 4579			Houston	TX	77210-4579
				City	State	Zip
Jobsite Address	101 Katherines Cove			Wentzville	MO	63385
				City	State	Zip

SPECIFICATIONS OF GOODS TO BE SUPPLIED

☐ Material Only	☒ Installed			
Type of Material:	☐ Eastern Cedar	☐ Alumi-Guard Aluminum	☐ Prestige Aluminum	☐ Veka Deck / Rail
Color:	☐ Western Cedar	☐ Veka Vinyl	☐ Ameristar Montage	☐ Horizons Deck / Rail
black	☐ Ozark Timber	☒ Other: <u>steel</u>	☐ Western Cedar Deck	☐ Sunroom / Screen R.

WOOD, VINYL, ORNAMENTAL			Pickets		Rails		Posts		
Ft. / Gts.	Wth/ht.	Style	Size / Mat'l / Top Style / Spacing		No. / Size	Mat'l	Size	Top Style	Mat'l
Tearoutfootage/Ht.			Temp Fence Feet:		Fence must meet pool code			☒ Yes	☐ No
Property Stakes Present?			☐ Yes ☒ No		Latch Type:		Hinge: tru close		
☐ Fence to be Stepped			☐ Fence to be Level at Top, Regardless of Grade/Terrain of Land				☐ Fence to Follow Grade/Terrain of Land		
CHAIN LINK		Wire		Toprail		Line Posts		Terminals	
Ft.	Ht.	Ga. / Fabric / Mesh		O.D. / W.Th. / Mat'l		O.D./W.Th./Mat'l		No / Type / O.D. / W.Th./ Mat'l	
0	0	0		0		0		0	
0	0	0		0		0		0	
								T-cable ☐	Std.Bwire ☐

SPECIFICATIONS OF WORK TO BE COMPLETED:

Replace tru close hinges in existing pool gate

Price includes taxes and all discounts.
Written warranties provided at the completion of project. Lien Waiver is provided upon request only.

ADDITIONAL DETAILS: Customer to provide any permits necessary for fencing project. Regardless of any communication otherwise, Chesterfield Fence & Deck Co nor it's agents accept Wire or ACH Transfers of any kind. Initials: <u> </u> Extra Charges for Compressor Holes: \$20 ea If Needed <u> </u> CUSTOMER, WHETHER ASSISTED BY CHESTERFIELD FENCE & DECK COMPANY OR NOT, ASSUMES RESPONSIBILITY OF ACTUAL FENCE LOCATION AND WILL CONTACT GOVERNING AUTHORITIES AS TO THEIR REGULATIONS. COMPLIANCE RESTS WITH CUSTOMER. BEFO Initials: WORK BEGINS, CHESTERFIELD FENCE & DECK COMPANY IS TO HAVE ONLY "PUBLIC" ELECTRIC, TELEPHONE, GAS AND CABLE TV LINE MARKED AND CUSTOMER TO MARK ALL OTHER BURIED LINES INCLUDING PRIVATELY INSTALLED SATELLITE T.V., ELECTRIC, TELEPHONE, INTERCC GAS, WATER, SPRINKLER, AND DRAINAGE LINES. IF CUSTOMER DIRECTS DIGGING IN VICINITY OF KNOWN LINES HE ASSUMES LIABILITY FOR DAMAGE OR INJURY. CUSTOMER HAS REVIEWED TERMS AND CONDITIONS ON REVERSE SIDE WHICH ARE INCORPORATED HEREIN BY REFERENC	Merchandise/Installation	
	Adjustments	
	Total Price*	\$375.00
	Deposit:	\$375.00
	*Total price subject to actual installed quantities.	
	Balance due upon completion of construction;	
	municipal inspections to follow. Initials: <u> </u>	
	Payment Terms:	
	☐ 1/2 Deposit, Balance at Completion	
	☐ 1/3 Deposit, 1/3 @ Start, 1/3 @ Completion	
	Finance Plan # :	
	Finance Description:	

Joseph J. Knoernschild 5/8/2026
Purchaser/Authorized Agent

Co-Purchaser



Chesterfield Fence & Deck Company, Inc.
Seller

Drew DeGeare
Authorized Agent

Chesterfield Fence & Deck Company, Inc.
Chesterfield Sunrooms
620 Spirit Valley East Drive
Chesterfield, MO 63005
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Purchaser Name	West Hampton Woods HOA c/o Dept 526 Community Financials Inc.				Name: Joe
Co-Purchaser	0	☒ Cell ☐ Bus.	314-761-9105	0	
Email Address	joe@knoernchilds.com	☐ Cell ☐ Bus.	0	0	
Billing Address	PO Box 4579	Houston	TX	77210-4579	
		City	State	Zip	
Jobsite Address	101 Katherines Cove	Wentzville	MO	63385	
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WOOD, VINYL, ORNAMENTAL		Pickets		Rails		Posts		
Ft. / Gts.	Wth/ht.	Style	Size / Mat'l / Top Style / Spacing	No. / Size	Mat'l	Size	Top Style	Mat'l
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0
Tearoutfootage/Ht.	0	Temp Fence Feet:	0	Fence must meet pool code		☒ Yes	☐ No	
Property Stakes Present?		☐ Y ☒ N		Latch Type:		0	Hinge: tru close	
☐ Fence to be Stepped		☐ Fence to be Level at Top, Regardless of Grade/Terrain of Land		☒ Fence to Follow Grade/Terrain of Land				
CHAIN LINK		Wire	Toprail	Line Posts		Terminals		
Ft.	Ht.	Ga. / Fabric / Mesh	O.D. / W.Th. / Mat'l	O.D./W.Th./Mat'l		No / Type / O.D. / W.Th. / Mat'l		
0	0	0	0	0		0		
0	0	0	0	0		0		

						T-cable ☐	Std.Bwire ☐
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JOB DETAIL / DRAWING (below)	Start Date	Completion Date	Installer(s)

Replace tru close hinges on existing pool gate

Clearing: ☐ Y ☒ N
☐ sf ☐ lf

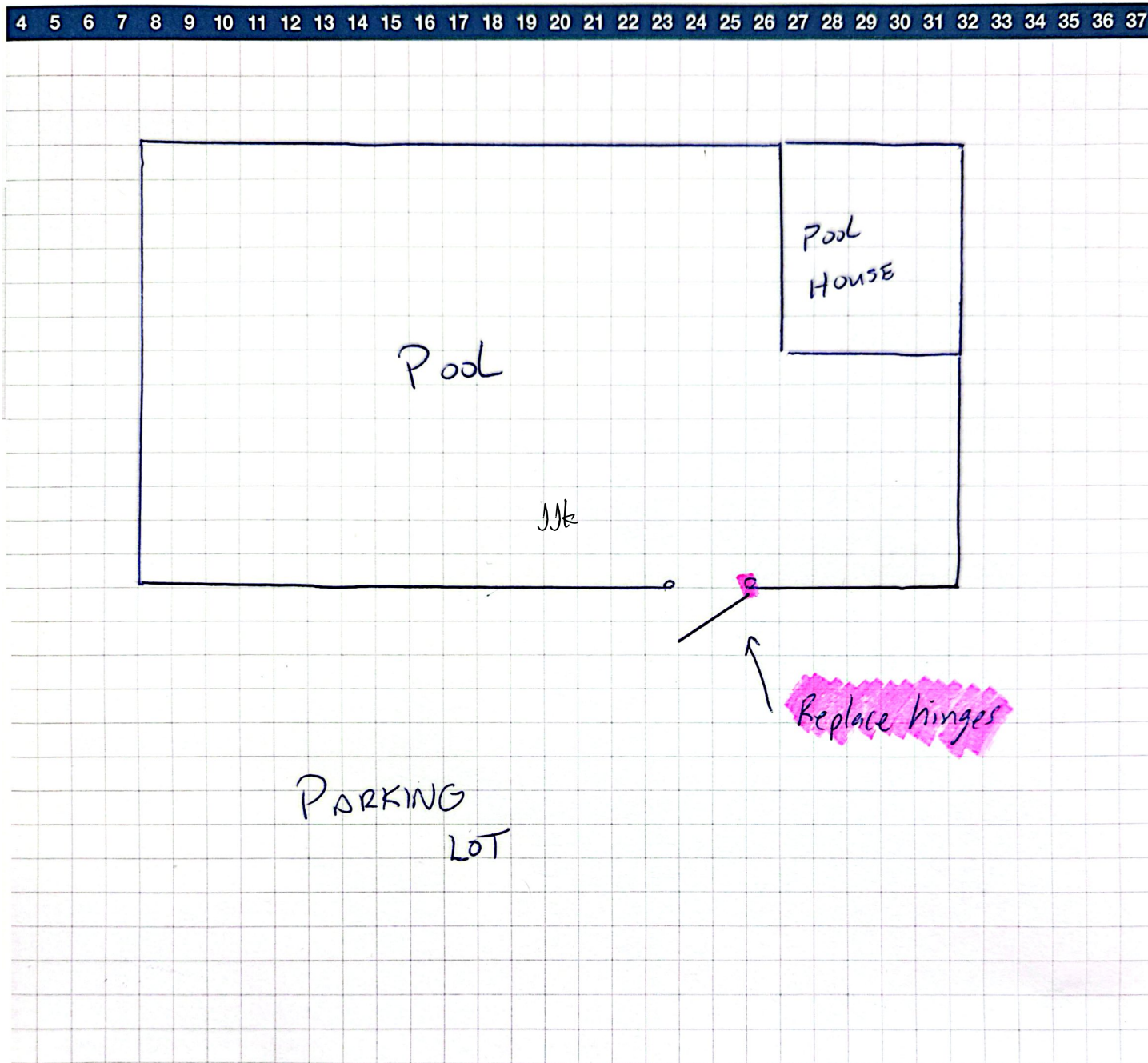
Core D. ☐ Y ☒ N
J. Hmr. ☐ Y ☒ N
Water ☒ Y ☐ N
Electric ☐ Y ☐ N
Driveway☐ Y ☒ N

Directions: ☒ Attached Map #:

Bing Attached

Installed Footage:_____	No. of Gates:_____	Pickets Off Ground:_____"
Additional Comments:		
Distance to Jobsite: Miles		

Cross Street: _____	Property is: _____ ☐ Feet ☐ Miles
County: _____	From Cross Street, _____ Enter:
Municipality: _____	Going N,E,S,W Property is on the: N,E,S,W Side of Street:



(scale may vary due to print/copy/file conversion)

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 need not give actual notice of contract acceptance to Customer. Only a Seller's officer or manager may alter paragraphs 1 through 16 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. Dimensions 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 in writing and be charged in addition to the agreed price. Initials: X JJk
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 hidden condition exists. Seller may, at its sole option: (a) with approval of Customer, at a negotiated price, proceed to complete the contract after rectifying such hidden condition; or (b) 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 so designated or not) so as not to interfere with Seller's performance of its obligations hereunder. Initials: X JJk
6. SELLER'S LIMITED WARRANTY. Seller warrants all labor of fences, decks and sunrooms to 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 THE 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 so 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, twisting, 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: X JJk
7. DELAY AND CASUALTY. Seller is not responsible for delay, damage or inability to perform caused by Customer, strikes, acts of God, war, riots, shortages, 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 obligations to pay and perform under this contract are not conditioned on Seller's performance by any certain date. Customer shall have 20 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 all reasonable court costs and attorney's fees. (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 document, 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 rights under 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 preceding sentence 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 MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. 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 SWORN 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 CANCELLED. 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 620 SPIRIT VALLEY EAST DRIVE, CHESTERFIELD, MO 63005, 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.
- I HEREBY CANCEL THIS TRANSACTION (SIGN) _____ (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) repairing 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 sanding, sealing, painting or finishing. Provided, however, that if any finished goods provided by Seller are marred or scratched during installation, Seller's sole responsibility shall be to apply touch-up paint or finish supplied by the manufacturer or 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 or Customer's breach of any other agreement, warranty 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, at any time to determine Customer's ability to perform this contract and to effectuate collection. If Seller, in its sole judgement, 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 at 1½ % 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.
17. PHOTOGRAPHS. Customer understands and agrees that Seller may take one or more photographs of work completed by Seller for quality assurance and advertising purposes, and Customer hereby releases any right to ownership of said photographs.