

AGREEMENT FOR FENCE INSTALLATION SERVICES

This Agreement is entered into and effective as of June 23, 2026, by and between Murfreesboro City Schools ("District") and Master Fence, LLC ("Contractor"). In the event of any conflict between this Agreement and any proposal, quote, invoice, purchase order acknowledgment, service agreement, or other document prepared by Contractor, including Master Fence Quote No. 5688 dated June 5, 2026, the terms of this Agreement shall govern and control. Any terms contained in Contractor's documents that limit warranties, require advertising signage, grant repossession rights, impose cancellation fees, shift liability to the District, or otherwise conflict with this Agreement are expressly rejected and shall have no force or effect.

1. **Scope of Work.** Contractor shall furnish all labor, materials, equipment, supervision, transportation, and incidentals necessary to supply and install approximately forty-eight (48) linear feet of four-foot (4') residential-grade black chain-link fencing with two (2) four-foot (4') single gates at Mitchell-Neilson Elementary School, located at 711 West Clark Boulevard, Murfreesboro, Tennessee, in accordance with Master Fence Quote No. 5688 dated June 5, 2026.
 - a. The work shall be performed in a professional and workmanlike manner and in compliance with applicable laws, codes, and regulations.
 - b. No material substitutions shall be made without prior approval of the District.
 - c. Any changes to the scope of work or contract price must be approved in writing by both parties before the additional work is performed.
 - d. Contractor shall contact Tennessee 811 before excavation and exercise reasonable care during installation. Contractor shall remain responsible for damage resulting from its negligence or failure to comply with applicable utility location requirements.
 - e. No permits are anticipated to be required other than those obtained by Contractor in the ordinary course of its work.
2. **Contract Price and Payment.** The District shall pay Contractor a total amount not to exceed Three Thousand Three Hundred Twenty-Five Dollars and Forty-Two Cents (\$3,325.42) for completion of the work described in this Agreement. Payment shall be made within thirty (30) days after completion and acceptance of the work and receipt of a proper invoice. Invoices shall reference the applicable District purchase order number.
3. **Term.** The work shall be completed within thirty (30) calendar days after issuance of a notice to proceed. This Agreement shall remain in effect until the work is completed and final payment is made unless terminated earlier in accordance with this Agreement.
4. **Warranty.** Contractor warrants that all work shall be performed in a good and workmanlike manner consistent with industry standards and that all materials furnished under this Agreement shall be new unless otherwise approved by the District.
 - a. Contractor shall repair or correct any defects in workmanship that become apparent within one (1) year following completion and acceptance of the work by the District.
 - b. Contractor shall also assign to the District any applicable manufacturer warranties provided for materials installed under this Agreement.
 - c. Contractor's warranty obligations are not conditioned upon the placement or maintenance of any advertising, signage, logo, or promotional materials on District property.

5. **Insurance.** Contractor shall maintain commercial general liability insurance, automobile liability insurance, and workers' compensation insurance as required by Tennessee law throughout the performance of the work. Upon request, Contractor shall provide proof of such coverage to the District.
6. **Indemnification.** To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless the District, its officers, employees, and agents from claims, damages, losses, liabilities, and expenses, including reasonable attorney fees, arising out of Contractor's negligent acts, omissions, or willful misconduct in connection with the performance of this Agreement. The District shall not indemnify, defend, or hold harmless Contractor in any manner. Pursuant to Tennessee Attorney General Opinion 93-01, the District expressly rejects any provision contained in any quote, proposal, invoice, purchase order acknowledgment, service agreement, or other document prepared by Contractor that purports to require the District to indemnify, defend, hold harmless, reimburse, or assume liability for Contractor or any third party.
7. **District Property and Safety.** Contractor shall keep the work area reasonably clean and safe during performance of the work and shall remove debris generated by its work upon completion. Contractor shall be responsible for damage to District property caused by Contractor or its employees and shall promptly repair such damage at its expense.
 - a. Title to all materials incorporated into the work shall pass to the District upon payment.
 - b. Contractor shall have no right of self-help, repossession, or entry onto District property to remove installed materials, fencing, gates, or other improvements, whether before or after final payment.
8. **Background Checks.** Contractor represents that any employee, agent, or subcontractor who may have direct contact with students while performing work on District property shall comply with applicable Tennessee law and District requirements regarding criminal background checks. The District may prohibit any individual from accessing District property if the District reasonably determines that doing so is necessary for student or staff safety.
9. **Tobacco-Free Campuses.** Contractor acknowledges that all District property is tobacco-free. Contractor, its employees, agents, and subcontractors shall not use tobacco products, electronic cigarettes, vaping devices, or similar products on District property while performing work under this Agreement.
10. **Independent Contractor.** Contractor is an independent contractor and not an employee, partner, joint venturer, or agent of the District. Contractor shall have sole responsibility for the means and methods of performing the work and shall be solely responsible for the compensation, supervision, direction, and control of its employees, agents, and subcontractors. Contractor and its employees, agents, and subcontractors shall not be entitled to any compensation, benefits, insurance, retirement benefits, workers' compensation coverage, or other employment benefits provided by the District to its employees. Contractor shall be responsible for all taxes, withholdings, and other statutory, regulatory, or contractual obligations applicable to its business operations and personnel. Contractor shall have no authority to bind or obligate the District in any manner unless expressly authorized in writing by the District.
11. **Compliance with Law.** Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of the work. Contractor certifies that

it is not prohibited from contracting with the District under the Iran Divestment Act of Tennessee, Tenn. Code Ann. § 12-12-101 *et seq.*

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Tennessee. Any legal action arising from this Agreement shall be filed exclusively in the courts of Rutherford County, Tennessee.
13. **Dispute Resolution and Attorney Fees.** Before initiating litigation arising out of this Agreement, the parties shall make a good-faith effort to resolve the dispute through informal discussions and, if requested by either party, non-binding mediation. Nothing in this provision shall prevent either party from seeking immediate injunctive relief or other remedies necessary to protect its rights pending resolution of the dispute. Each party shall be responsible for its own attorney fees and litigation costs except as otherwise required by applicable law or court order.
14. **Entire Agreement.** This Agreement, together with Master Fence Quote No. 5688 dated June 5, 2026 as incorporated herein for descriptive purposes only, constitutes the entire agreement between the parties and supersedes all prior discussions and understandings relating to the subject matter of this Agreement. The quote is incorporated only to describe the work and price and does not incorporate Contractor's standard terms and conditions.
15. **Effective Date.** This Agreement shall become effective upon execution by both parties.

MASTER FENCE, LLC

MURFREESBORO CITY SCHOOLS

Signature

Bobby N. Duke, III, Director of Schools

Date

Date

Printed Name

Approved as to form:

Title

Lauren Bush, Assistant City Attorney