



**TELL THEM**  
**IT'S A DANIELLE FENCE**  
[www.DanielleFence.com](http://www.DanielleFence.com)



## **REFERRAL PROGRAM**

### **HOURS OF OPERATION**

Mon-Fri 8-5 Sat 8-12  
Showroom: 4855 S. R. 60 W  
Mailing: P.O. Box 1019  
Mulberry, FL 33860

HILLSBOROUGH CO. **813.681.6181**

POLK CO. **863.646.6794**

TOLL FREE **800.255.6794**

[www.daniellefence.com](http://www.daniellefence.com)  
[info@daniellefence.net](mailto:info@daniellefence.net)

**"WE JUST GOT \$50.00\***  
**FOR TELLING OUR FRIENDS**  
We love our new Danielle Fence!"

**ASK HOW YOU CAN RECEIVE**  
**UP TO \$50.00\* FROM DANIELLE FENCE**

\*Certain terms and conditions apply. See back for details

## Referral Program Terms and Conditions

IMPORTANT: THESE TERMS AND CONDITIONS (“TERMS”) CONSTITUTE THE TERMS UNDER WHICH DANIELLE FENCE MANUFACTURING CO, INC. (“COMPANY”) IS WILLING TO OFFER YOU PARTICIPATION IN THE COMPANY’S REFERRAL PROGRAM (“PROGRAM”). ANY PARTICIPATION WITH THE SUBMISSION OF A REFERRAL REGISTRATION CARD CONSTITUTES YOUR ACCEPTANCE OF THE OFFER ON THESE TERMS. IF YOU DO NOT AGREE TO ACCEPT THESE TERMS, DO NOT PARTICIPATE IN THE PROGRAM AND DO NOT SUBMIT A REFERRAL REGISTRATION CARD.

- 1. Referral Registration Form.** You may participate in the Program by completing and submitting to the Company a Referral Registration Card containing the requested information with respect to a company or persons that you believe may be interested in purchasing the Company’s services (“Services”). Referral Registration Cards must be completed in their entirety, with true and correct information.
- 2. Eligibility.** Only installed jobs over 50 feet that use either Simulated Stone Fence, Aluminum, PVC, or wood are eligible. Materials only sales or repair jobs are NOT eligible for referral fee. To be eligible for the referral fee, referrer information must be disclosed at contract time. Once contract is signed any undisclosed referral matters are considered closed and void. Payment of referral fee will be processed once all of the following are complete: Contract is signed, down payment received, installation of fence completed and final, and final payment is made and cleared through Danielle Fence’s bank. Employees of Danielle Fence and their families are not eligible for referral program.
- 3. Payment of Referral Fees.** A check in the amount of \$50 will be mailed to the physical address provided by you within forty-five (45) days from the finalization of the installation and payment in full of the referred’s contract. The Company is not responsible for any delay in the delivery of the Referral Fee resulting from carriers, acts of God, or any other reason outside of its control. The Company is not obligated to notify you in the event that no Qualified Sale is completed with respect to any Qualified Referral provided by you. The Company will hold unclaimed payments for a period of six (6) months from the date of the first attempt to notify you of a completed Qualified Sale. Thereafter, the Company will deem its obligation to you satisfied.
- 4. Taxation.** You are solely responsible for all taxes due on any Referral Fees paid to you under the Program.
- 5. Limitation of Liability.** IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AFFILIATES, SUPPLIERS, LICENSORS, SUBSIDIARIES, OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR PARTICIPATION IN THE PROGRAM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE COMPANY OR ANY OF ITS AUTHORIZED AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROGRAM, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE PARTICIPATION IN THE PROGRAM.
- 6. General.** This agreement is governed by the laws of the State of Florida, without reference to principles regarding conflict of laws. You hereby irrevocably consent to the exclusive jurisdiction and venue of courts in Polk County, FL in all disputes arising out of or relating to your participation in the Program. You agree that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of this agreement or your participation in the Program. You agree to indemnify and hold the Company, its subsidiaries, affiliates, officers and employees, harmless from any claim, demand, or damage, including reasonable attorneys’ fees, asserted by any third party due to or arising out of your participation in the Program. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, these Terms constitute the entire agreement between you and the Company with respect to your participation in the Program, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Program. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. All dollar amounts and timeframes are subject to change without prior notice.