

Neighbor Fence Agreement

This **Neighbor Fence Agreement** ("**Agreement**") is entered into on _____ ("**Effective Date**"), by and between the following parties:

Owner 1

Owner 2

Owner 1 and Owner 2 are collectively referred to as the "**Parties**" and individually as a "**Party**."

WHEREAS, the Parties own adjoining properties that share a common property boundary;

WHEREAS, the Parties wish to install, replace, repair, maintain, or otherwise manage a fence located on or near the shared boundary;

WHEREAS, the Parties desire to establish their respective rights and responsibilities concerning the fence to minimize future disputes.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Purpose

The purpose of this Agreement is to establish the terms governing the ownership, construction, maintenance, repair, replacement, use, and financial responsibilities associated with the fence described in this Agreement.

2. Fence Description

The fence covered by this Agreement is described as follows:

Item	Description
Fence Location	
Fence Type	
Fence Height	
Fence Length	
Primary Facing Direction	
Installation Date	

The Parties acknowledge that this description accurately identifies the fence that is the subject of this Agreement.

3. Property Boundary

The Parties acknowledge that this Agreement does not establish, alter, or determine the legal property boundary between their respective properties.

If the precise boundary becomes disputed, the Parties agree to obtain a professional land survey before making changes affecting the location of the fence.

4. Ownership

Unless otherwise agreed in writing, the fence shall be considered jointly owned by both Parties to the extent permitted by applicable law.

Neither Party shall claim exclusive ownership of the fence solely because that Party contributes more toward construction, repair, or maintenance expenses unless expressly stated in a separate written agreement.

5. Construction or Replacement

If the Parties agree to construct or replace the fence, they agree upon the following:

Item	Details
Contractor	
Estimated Start Date	
Estimated Completion Date	
Estimated Total Cost	

Construction shall be performed in a professional manner and in accordance with applicable permits, building requirements, and community regulations, if any.

6. Cost Sharing

Unless otherwise stated in this Agreement, the Parties agree to share the reasonable costs of installation, repair, maintenance, and replacement equally.

The Parties may instead agree to the following allocation:

Expense	Owner 1	Owner 2
Initial Construction		
Repairs		
Maintenance		
Replacement		

Payment shall be made within _____ days after receiving written documentation of the applicable expense.

7. Maintenance Responsibilities

The Parties agree to keep the fence in safe and serviceable condition.

Routine maintenance may include cleaning, painting, staining, sealing, vegetation removal, tightening hardware, replacing damaged components, and other work reasonably necessary to preserve the fence.

Except in emergencies, neither Party shall perform substantial repairs affecting the shared fence without providing reasonable advance notice to the other Party.

8. Repairs

If damage occurs, the Parties shall communicate promptly regarding the necessary repairs.

If immediate repairs are required to prevent injury or significant property damage, either Party may authorize reasonable emergency work and shall promptly notify the other Party.

Each Party shall provide copies of invoices or receipts for reimbursement where cost sharing applies.

9. Alterations

Neither Party shall materially modify, relocate, increase the height of, remove, decorate in a permanent manner, or attach permanent structures to the shared fence without the prior written agreement of the other Party.

Temporary seasonal decorations that do not damage the fence may be installed and removed by either Party.

10. Access

Each Party agrees to provide reasonable access to the portion of the fence requiring inspection, maintenance, or repair, provided reasonable notice is given whenever practical.

Access shall be exercised in a manner that minimizes disruption to the neighboring property.

11. Damage Responsibility

A Party that intentionally or negligently damages the fence shall be responsible for the reasonable costs necessary to repair or replace the damaged portion, to the extent of that Party's responsibility.

Nothing in this Agreement limits either Party's rights under applicable law regarding property damage.

12. Insurance

Each Party remains responsible for maintaining any property insurance they consider appropriate for their own property.

This Agreement does not require either Party to obtain insurance for the benefit of the other Party.

13. Sale or Transfer of Property

If either Party sells or otherwise transfers ownership of their property, that Party agrees to provide the new owner with a copy of this Agreement before or at the time of transfer whenever reasonably practicable.

The Parties acknowledge that the enforceability of this Agreement against future property owners may depend on applicable law or separate legal requirements.

14. Notices

Any notice required under this Agreement shall be delivered personally, sent by mail, delivered by recognized courier, or transmitted electronically to the contact information provided by the receiving Party.

Either Party may update their contact information by providing written notice to the other Party.

15. Amendment

This Agreement may be amended only through a written document signed by both Parties.

16. Termination

This Agreement may be terminated by mutual written agreement of the Parties.

Termination does not eliminate obligations relating to unpaid shared expenses or responsibilities arising before the effective date of termination.

17. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of the _____, without regard to conflict of law principles.

The Parties agree to attempt to resolve disputes through good-faith discussion before pursuing any other available legal remedy.

18. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning the shared fence and supersedes all prior oral and written discussions relating to its subject matter.

If any provision of this Agreement is determined to be unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by applicable law.

Signatures

By signing below, the Parties acknowledge that they have read this Agreement, understand its contents, and voluntarily agree to be bound by its terms.

Owner 1

Name

Date

Signature

Owner 2

Name

Date

Signature



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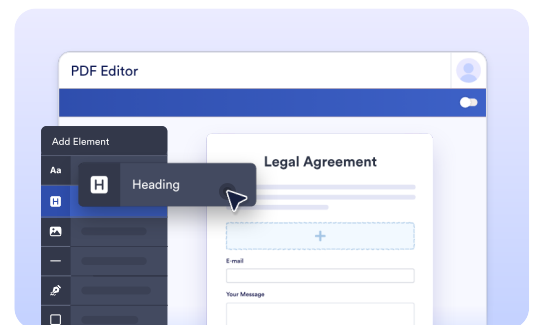
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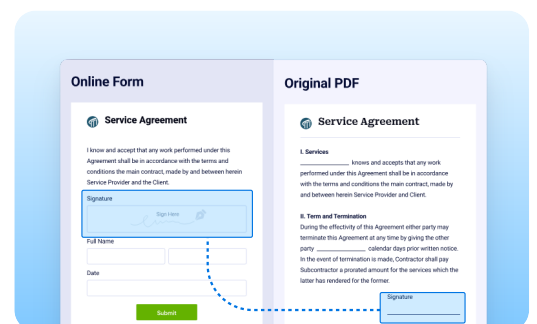
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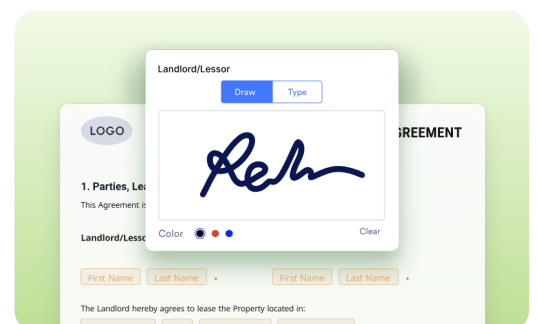
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