

# NEIGHBOR FENCE AGREEMENT

Location: \_\_\_\_\_ Date: \_\_\_\_\_

## Parties:

Neighbor 1 Full Name: \_\_\_\_\_

Neighbor 1 Address: \_\_\_\_\_

Neighbor 1 Phone/Email: \_\_\_\_\_

Neighbor 2 Full Name: \_\_\_\_\_

Neighbor 2 Address: \_\_\_\_\_

Neighbor 2 Phone/Email: \_\_\_\_\_

## Recitals:

WHEREAS, Neighbor 1 and Neighbor 2 are owners of adjoining properties; and WHEREAS, both parties desire to erect, maintain, and share the costs of a common fence along their boundary line; NOW, THEREFORE, in consideration of mutual covenants and conditions herein contained, the parties agree as follows:

### 1. Fence Construction and Location

The parties agree to construct a boundary fence along the property line dividing their respective properties. The fence will be located on the boundary line as mutually agreed upon and according to applicable laws and regulations. The fence design, materials, and height shall be mutually agreed upon prior to construction.

### 2. Sharing of Costs

Neighbor 1 and Neighbor 2 agree to share equally all reasonable and necessary costs related to the construction, maintenance, repair, and replacement of the fence, unless otherwise agreed in writing.

### 3. Maintenance and Repairs

Both parties shall cooperate to maintain the fence in good condition. Any necessary repairs or replacements shall be promptly addressed and paid for equally by both parties.

### 4. Access for Repair and Maintenance

Each party grants the other reasonable access to their property for the purpose of erecting, maintaining, repairing, or replacing the fence, provided that such access does not unreasonably interfere with the use and enjoyment of the property.

### 5. Dispute Resolution

In the event of any dispute arising from this Agreement, the parties agree to attempt to resolve the matter amicably through direct negotiation. If unresolved, the parties agree to submit the dispute to mediation before pursuing any other legal remedy.

### 6. Compliance with Laws

The parties shall comply with all applicable federal, state, and local laws, ordinances, and regulations relating to the erection, maintenance, and use of the fence.

### 7. Term and Termination

This Agreement shall continue in full force and effect unless terminated by mutual written consent of both parties or upon the removal of the fence by mutual agreement.

**8. Indemnification**

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising out of their negligence or willful misconduct related to the fence.

**9. No Waiver**

Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of that provision or the right to enforce it in the future.

**10. Severability**

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**11. Entire Agreement**

This Agreement contains the entire understanding between the parties regarding the subject matter herein and supersedes any prior agreements or understandings, whether oral or written.

**12. Amendments**

Any amendment or modification of this Agreement shall be valid only if made in writing and signed by both parties.

**13. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_, without regard to conflict-of-law principles.

**14. Binding Effect**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

**15. Signatures; Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

**NEIGHBOR 1 SIGNATURE**

**NEIGHBOR 2 SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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