

## **EXHIBIT A – MINIMUM STANDARDS (UPDATED)**

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### **Exhibit A – Minimum Standards for Licensed Installations**

These Minimum Standards apply to all Licensed Installations performed under this Agreement. Only installations that fully comply with these standards, as updated from time to time, qualify for the Triple Threat Guarantee™.

### **Universal Rules – All Fence Types**

#### **Maximum Height for Guarantee**

The Triple Threat Guarantee™ applies to fences up to a maximum finished height of six feet (6').

Fences over 6' may be installed using the iDrive Power System™, but they are not covered by the Triple Threat Guarantee™ unless specifically approved in writing by Licensor or backed by project-specific engineering.

#### **Undisturbed Earth Requirement**

Every post must be driven straight into undisturbed earth, using appropriate driving equipment.

Pre-augering or pre-drilling is permitted only where required by rock or extreme ground conditions, and only to the minimum extent necessary. The driven post must maintain continuous sidewall contact with the native soil or rock.

No oversized, over-excavated voids or backfilled holes are permitted for Guaranteed posts.

#### **Minimum Depth Rule**

Minimum depth: one-half (1/2) of the fence height plus six inches (+ 6"). Example: 6' fence -> minimum depth 3' + 6" = 42".

Actual installed depth shall be governed by the pull test requirements below and may be deeper where required to achieve proper performance.

#### **Pull Test Requirements (The Real Rule)**

##### **Standard-Size Project Definition**

For residential projects up to approximately 300 linear feet of fence per continuous run and per fence type, at least one representative pull test is required.

For larger projects, perform at least one pull test per 300 linear feet per fence type, and at least one additional test for each significant change in soil conditions, grade, or fence style.

##### **Execution of Pull Test**

Perform a lateral pull test on a representative in-line post located in typical soil conditions, not on a corner, gate, or terminal post.

The test must be performed with sufficient lateral force to either:

- Bend or kink the post at or near grade; or
- Clearly demonstrate that the ground moves or fails before the post deforms.

#### Performance Requirement

The installation passes the pull test when the post bends or kinks at or near grade before the surrounding ground shows signs of significant movement or failure.

If the ground moves first, the post must be driven deeper and retested, or upgraded (larger/stronger post) until the standard is met.

In solid rock or extremely dense conditions where a shallower depth is unavoidable, the installation may be approved if the post clearly passes the pull test at the achieved depth.

#### Documentation & Retention

Document each pull test with at least:

- A photo or short video clearly showing the test and the post behavior; and
- The measured depth from finished grade to the tip of the post.

Maintain records of pull tests and depths for a minimum of ten (10) years for all Guaranteed installations. Records may be kept digitally, provided they are backed up and reasonably accessible.

#### ASTM and Code Compliance

All Licensed Installations must meet or exceed applicable ASTM standards for materials and installation, including but not limited to ASTM standards related to driven post installations and fence construction, as well as all applicable building codes and utility location rules in the project jurisdiction.

#### Engineering Principles Clarification

The iDrive Power System™ is built on validated engineering principles, including load transfer, soil friction, and embedment performance, proven through field testing and pull-test validation. Unless otherwise stated, references to “engineering” within these standards refer to principle-based system engineering, not site-specific stamped designs.

#### Deviations and Project-Specific Engineering

Any deviation from these Minimum Standards must be:

- Supported by written, project-specific engineering; and
- Approved in writing by Licensor prior to installation if the Licensee wishes to extend the Triple Threat Guarantee™ to that project.

#### Chain Link Fence Standards

##### Posts and Materials

Terminal, corner, and gate posts must be Schedule 40 or heavier wall thickness, and longer than typical to achieve required driven depth.

Line posts must be heavier wall thickness than standard “light residential” specifications and of sufficient strength to meet the pull test requirements.

No internal beam system is used with iDrive chain link; the driven post itself provides the foundation.

### **Installation**

Posts shall be driven to depth in accordance with the Universal Rules above.

Bracing, truss rods, top rail, tension wire, and fabric installation shall meet or exceed applicable ASTM and industry standards.

## **Vinyl Privacy Fence Standards**

### **Internal Structure**

Every structural post location uses an internal steel post of at least 2-3/8" outside diameter, Schedule 40 or heavier.

### **Connectors (uNi-5™ or Approved Equivalent)**

uNi-5™ connectors (or a Licensor-approved equivalent) must be pinned at:

- Approximately ground level; and
- At a minimum of four feet (4') above finished grade.

Fasteners shall be corrosion-resistant rivets or structural fasteners as specified by Licensor.

### **Rails and Pickets**

Top rail ties are required on every section.

Pickets must be locking tongue-and-groove style, with secured U-channels to prevent disengagement.

Maximum post spacing: eight feet (8') on center, with equal spacing per run unless otherwise engineered.

Horizontal rails must be 2x7 ribbed or larger, unless steel reinforcement is installed inside the top and bottom rails per Licensor’s specifications.

### **General**

All posts must meet the depth and pull test requirements in the Universal Rules.

All vinyl and steel materials must be compatible and corrosion-resistant for the intended environment.

## **Aluminum Ornamental Fence Standards**

### **Internal Post – IPost System**

Internal post must be genuine iDrive IPost or Licensor-approved equivalent.

- 2" IPost for spacing up to six feet (6').
- 2.5" IPost for spacing up to eight feet (8').

### **Cover Post**

The decorative cover post must be fully secured to the internal IPost after final grading and elevation adjustments are complete.

Fastening methods shall prevent rattle, uplift, or rotation and remain serviceable over the life of the fence.

### **Depth and Performance**

IPosts must be driven deep enough to meet the pull test requirements in the Universal Rules, taking into account panel height, wind exposure, and site conditions.

### **Wood Fence – KING+ Method (6' Max Height)**

#### **Height and Span**

Maximum fence height for Guaranteed wood installations: six feet (6').

Maximum section length: ten feet (10').

#### **Rails**

Each section must have four (4) horizontal 2x4 rails.

Rail joints must be staggered so that no more than one joint aligns over any given post.

The top two rails are fastened together in an “L” configuration (90 degrees) to create a rigid top assembly, with 3" double hot-dipped galvanized ring-shank nails every nine inches (9") along the length of the L.

#### **Box Assemblies and Fastening**

Box assemblies are secured to the internal post with a minimum of six (6) structural pins per post (e.g., 2" structural pins or equivalent specified by Licensor).

Triple nailing is required on every rail-to-post and picket-to-rail joint, using corrosion-resistant fasteners appropriate for the wood type and environment.

#### **Internal Steel Post – No Wood in Ground**

The structural foundation must be an internal steel post: PT40, Schedule 40, or heavier, as specified by Licensor.

No wood may be in ground contact as the primary foundation element on Guaranteed installations.

#### **Depth and Pull Test**

Internal steel posts must be driven in accordance with the Universal Rules, including depth and pull test requirements.

## **EXHIBIT B – CONSUMER TRIPLE THREAT GUARANTEE™ CERTIFICATE (UPDATED)**

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### **Triple Threat Guarantee™ Certificate**

Wind can't bend it. Frost can't lift it. Ground can't sink it.™

Lifetime – Transferable (Subject to Terms Below)

Your fence was installed using the iDrive Power System™ by a licensed iDrive PRO™ contractor who followed the Minimum Standards in Exhibit A, including pull-testing at least one representative post on your project and documenting the depth.

### **Installer Responsibility / Licensor Support**

Your installing contractor (“Installer”) is primarily responsible for workmanship and responding to service calls. Mr. Fence Academy, LLC (“Licensor”) supports the iDrive Power System™ methods and standards and participates in guarantee responsibility only when a Co-Backed Guarantee has been elected and approved in writing.

### **What We Guarantee**

For as long as you own the home where the fence was originally installed, and subject to the terms and exclusions below, the foundation (driven post system) of your fence will not fail due to:

Wind up to 100 mph.

The system is engineered and field-tested to perform well beyond this level, but the written Guarantee is expressly limited to sustained or gusting winds up to 100 mph.

Frost Heave.

No concrete “slugs” are used that allow ice lenses to grab and lift the foundation. Properly installed iDrive posts will not be lifted by normal frost activity in the soil.

Settlement.

Posts are driven into stable, undisturbed earth. Properly installed iDrive posts will not sink or lean due to normal soil settlement at the installation site.

If a covered foundation failure occurs under these conditions on a properly documented iDrive installation, the Installer will repair or replace the affected foundation components (and related fence sections, as necessary) at no cost to you for parts and labor.

If this Certificate is marked as “Co-Backed (Approved),” Licensor shares covered liability with Installer as described in the iDrive Power System™ License Agreement; otherwise, Installer bears full responsibility.

### **How to Make a Claim**

All claims must be initiated through your original installing contractor (the Installer listed on this Certificate).

Contact your Installer and provide:

- Your name and property address;
- Approximate installation date;
- A description of the issue; and
- Photos or video of the problem, if reasonably possible.

Your Installer is required to respond, inspect, and handle the repair under this Guarantee in a reasonable time frame, considering weather and workload.

Only if the original Installer is out of business, no longer servicing your area, or cannot be reached after reasonable documented attempts (e.g., multiple phone calls/emails, certified letter), may you contact Mr. Fence Academy, LLC directly for assistance in resolving your claim.

### **What Is Not Covered**

This Triple Threat Guarantee™ does NOT cover:

- Damage caused by vehicles, heavy equipment, fallen trees, or other direct impacts.
- Damage or failure arising from wind events over 100 mph, tornadoes, hurricanes, or other extreme “acts of God” above the stated wind rating.
- Damage resulting from abuse, intentional acts, or unauthorized modifications to the fence or foundation.
- Fences taller than six feet (6') in finished height, unless specifically noted on this Certificate as being covered under a separate engineered design approved by Licensor.
- Installations that do not comply with the Minimum Standards in Exhibit A, or for which pull test and depth documentation does not exist or has been materially falsified.
- Normal wear, aging, surface corrosion, discoloration, or cosmetic issues that do not affect structural performance.

### **Certificate Validity**

This Certificate is valid only if:

- The Installer was a currently licensed iDrive PRO™ contractor, in good standing with Mr. Fence Academy, LLC, at the time of installation; and
- The project was sold and installed as an iDrive Power System™ foundation and documented in accordance with Exhibit A.

You may verify your Installer’s status at the time of installation by checking historical records or contacting Mr. Fence Academy, LLC.

### **Transferability**

This Guarantee is transferable one time to a subsequent owner of the same property where the fence was originally installed, provided that:

- The new owner notifies the Installer (or, if unavailable, Licensor) in writing within ninety (90) days of property transfer; and
- The new owner provides proof of closing or deed transfer.

If these conditions are met, the Guarantee continues for the remaining term as if the original owner still held the property.

**Certificate Information**

Certificate Number: \_\_\_\_\_ Install Date: \_\_\_\_\_

Homeowner: \_\_\_\_\_ Property Address:  
\_\_\_\_\_

Installer Company: \_\_\_\_\_ Installer Contact:  
\_\_\_\_\_

Co-Backed (Approved): Yes \_\_\_\_ No \_\_\_\_

Licensed by: Mr. Fence Academy, LLC – Evansville, Indiana