

It is agreed by and between **Earth Tenders Tree Care**, and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract.

Insurance by Contractor:

Earth Tenders Tree Care is insured for liability resulting from injury to person(s) or property and all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Scheduling/Cancellation Fee:

Earth Tenders Tree Care kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation for jobs that have been scheduled in advance. If a crew has been dispatched to the job site for scheduled work, and the customer cancels the job, the customer will be assessed a mobilization fee of \$250 for incurred expenses.

Completion of Contract:

Earth Tenders Tree Care agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control.

Ownership:

The authorizing party warrants that all trees listed are located on the customer's property, or that the authorizing party has received full permission from the owner to allow **Earth Tenders Tree Care** to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Earth Tenders Tree Care for any damages or costs incurred from the result thereof.

Safety:

Earth Tenders Tree Care warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. *The authorizing party* agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

Stump Removal:

Stumps can be removed by utilizing a commercial stump grinder to remove the stump to depth of 4-6" below ground unless otherwise stated in the proposal. We do not grind near metal fencing, driveways, or walkways. Stump removal is only included if requested. The grindings from stump will be cleaned up and removed to ground level for an additional fee, and if requested the hole can be completely cleaned out and back filled with topsoil and premium grass seed for an additional fee. (We do not water the seed and are not responsible for its germination.)

Tree Decline or Failure:

Earth Tenders Tree Care will make the customer aware of any problems found with trees while on property. It is impossible to know or identify all problems and predict all failures. We will give our best opinion of structural stability and tree health based on visual inspection. Customer acknowledges Earth Tenders Tree Care is not be responsible for any decline in tree health or failure of tree or damage caused by failure of any or all of tree after our work is completed.

Debris Removal:

All debris from tree trimming and tree removal operations shall be reasonably cleaned up each day before the work crew leaves the site, unless otherwise coordinated by the client and crew leader. All lawn area shall be raked, streets and sidewalks shall be swept, and all brush, branches, and logs shall be removed from the site.

Animals or Insects:

Many trees are a home to various animals or insects such as bees, raccoons, squirrels and birds. In the event where previously unknown animals or insects cause a safety concern we will require the homeowner to pay for additional time required to deal with the problem.

Concealed Contingencies:

Any additional work or equipment required to complete the work, caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. **Earth Tenders Tree Care** is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground

cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.

Driveways/Sidewalks:

Earth Tenders Tree Care will attempt to minimize any damage to driveways and sidewalks. If there is a problem that is unknown such as a void area under concrete, or thin spots which cause a failure under the load of our equipment we are not responsible for this damage. If any damage is caused from falling debris as a result of our work, we will take responsibility and correct the damage to the customers satisfaction.

Lawn & Surface Repair:

Earth Tenders Tree Care will attempt to minimize all disturbances to the customer's lawn and surfaces. It is normal to have some dents in the yard during tree work as a result of falling wood. This is especially true during removals or wet conditions. It is also normal to have temporary damage to turf grasses from cleanup activities. If the customer finds this unacceptable, we can take measures to insure this damage will not occur. This will add labor costs to the job and it will be billed in addition. If there is any root damage to turf or perennial beds or any ruts are made in the lawn from our equipment, we will repair damage.

Terms of Payment:

Unless otherwise noted in this proposal, the customer agrees to pay half of the contract amount (after tax) up front and the remainder of the final balance (after tax) is due upon completion of the worksite cleanliness inspection by the client and site leader.

Types of Payment:

Cash, Checks, Money Orders, Cashier's Check, Visa, MasterCard, Discover & American Express are all accepted. All credit card purchases will be assessed a 3% convenience fee.