

Tree Service Contract with Southern Land Services

This tree service agreement is made as of _____, 20____, by and between Southern Land Services who desires to provide tree services to _____, who desires to obtain such services from Southern Land Services.

This contract covers the below terms and conditions, proposals, change orders, and the invoice(s). In consideration for the mutual promises set forth below, the parties agree as follows:

1. Customer

Unless otherwise agreed to, the customer is the person whom the proposal is addressed, along with his/ her employer or principal. Customer warrants that he/she is fully authorized to contract and bind his employer/principal to this contract.

2. Scope of Work

Southern Land Services will provide all equipment and labor for the tree work mentioned below at the above customers home or place of business located at _____.

The scope of work is as follows: _____

3. Stumps

If the Customer elects for tree to be cut to a stump, the minimum stump height is 12-18 inches, unless otherwise stated by an SLS representative, or a higher height is requested by the Customer. If the Customer elects for stump grinding to be performed, we will grind the stump out to a depth of 10-13 inches unless otherwise impacted.

4. Change Orders

Upon request of the customer, or as determined by Southern Land Services as necessary to the safe and timely completion of the work, additional work may be added to or subtracted from the above scope of work in the proposal or any other written change order. All changes to services shall be in writing and signed by both the customer and Southern Land Services. The customer shall be responsible for payment of all such additional work as provided in the change order or as provided herein.

5. Insurance

Southern Land Services warrants that it is fully insured for injury to its employees and any other incurring loss or injury as a result of the acts of Southern Land Services or its employees. Proof of insurance is provided directly to the customer from Southern Land Services insurance agent upon request from the customer.

6. Tree Ownership

Customer warrants that all trees/stumps listed or referred to in the proposal, in any communication by the customer, and any change order are either: (1) located on the customers property; and/or (2) Customer has received full permission from the owner of the property to enter into this contract. Should any tree/stump be mistakenly identified as to ownership, the customer agrees to indemnify Southern Land Services for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein.

7. Work Zone

The work zone shall include all areas used and to be used by Southern Land Services in the performance of the work, including all areas needed for mobilization, access, hauling, etc. Customer warrants that the work zone is either: (1) located on the customer's property; and/or (2) located on another's property and the customer has received full permission from the other property owner to enter into this contract and to conduct work on that property.

8. Post Work Zone Condition

Upon completion of the work, Southern Land Services shall remove all brush and debris from the work zone, and clean the work site to the best of their abilities unless otherwise stated in the proposal or agreed upon with the customer.

9. Locates

Locates may be called for your stump grind. If there are lines buried such as electrical done by the homeowner, water features, invisible pet fences, or other lines not related to the companies contracted by 811 Dig, please inform us. We are not responsible for buried lines or other underground utilities we cannot see.

10. Customer's Work Zone Responsibilities

- a) **Work Zone Entry:** Customer agrees not to enter the work zone during the performance of the work unless authorized by the crew leader on-site. The customer further agrees to keep the work zone free and clear from all employees, family members, children and pets. Southern Land Services is not responsible for pets getting out of any enclosure.
- b) **Work Zone Clearing:** The customer shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting, wind chimes, flags, hammocks, tree swings, and any other items of value from the work zone prior to commencement of the work. If you cannot move some of these items in advance, require our help or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them.

11. Advertising

- a) Client listed above grants permission to Southern Land Services to take photos/videos of the entire service process while they are on site, as well as to use this content on their website and social media platforms.
- b) Southern Land Services may request to leave a yard sign on your property during service, as well as 15-30 days past service. Once timeline is agreed to by Team Member and Client, Southern Land Services requests that you do not remove or damage any signs. A Team Member will come to collect any signs left at the end of the decided display term.

12. Delays/ Costs Due to Customer Failure, Unforeseen Conditions, or Conditions Outside

Southern Land Services Control:

Any additional work, work time, or equipment needs required to complete the contract, caused by any reason, complete its responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Southern Land Services control, will be the responsibility of the customer and

shall be paid for by the customer on a time and material basis at Southern Land Services customary rates. These conditions may include, but are not limited to: insects, animals, harmful plants/fungi/organisms, work zone access issues, additional work needed to access the work zone or within the work zone due to changes, foreign material in trees and stumps, and changed conditions within the work zone (chicken coops, animal pens, landscape changes, etc.) after the date of the proposal or change orders.

13. Lawn & Surfaces Damage/ Repair

Southern Land Services will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Southern Land Services must utilize vehicles and equipment to perform tree care services. Southern Land Services shall not be liable for damages to landscaping, sod, plant material in the execution of its work or causes beyond their control (Examples: ruts in the yard due to wet conditions, limbs falling on flower beds, cracking of paved surfaces and/ or sidewalk due to weight of trucks/equipment, etc.)

14. Working with Nature

Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

15. Contract Price

The customer shall pay Southern Land Services, \$_____ for the work performed under this contract, subject to any additions and or deductions made pursuant to authorized change orders.

16. Deposits

Per Southern Land Services agreement with the customer, a non-refundable 25% deposit of \$_____, will be due upon acceptance of the proposal. This deposit is required to secure the customer's place on the schedule.

17. Payments

Payment of the contract price shall be paid in full immediately upon completion of the job. Failure to remit full payment at the time of completion shall result in a \$50 late fee, plus interest at the rate of 1.5% per month after a 15-day grace period. In the case the customer fails to pay the full contract price listed in the proposal, and any and all applicable late fees, Southern Land Services has the option to treat such failure to pay as a material breach of this contract and may seek legal remedies.

18. Credit/ Debit Card Fees

If the customer wishes to pay via credit or debit card, taxes and additional processing fees will apply to the above contract price. Southern Land Services recommends paying with cash or check to avoid paying these fees.

19. Customer Cancellation

Southern Land Services requests that the authorizing party provide at least 24 hours advance notice for cancellation. If we are already on the way to the job site, the customer will be assessed a mobilization fee of \$250.00 or 10% of the total proposal, whichever is greater, for incurred expenses. Cancellation fees may apply to any notice given less than 24 hours. If the customer backs out of the contract and/ or utilizes another tree service company after signing this contract, the customer will be charged a breach of contract fee of \$500.00 or 25% of the total proposal, whichever is greater.

This contract is the entire contract between the two parties, and there are no other promises or conditions in any other form whether written or verbal. Any amendments must be in writing and signed by both parties.

Signed this _____ day of _____, 20____.

Customer's Signature

Date

Southern Land Services Signature

Date

Contact Information

Client Full Name

Secondary Client Full Name

Client Phone Number

Secondary Phone Number

Address Where Service is to be Performed

Email Address