

# Terms and Conditions

Last Updated: January 8, 2026

## 1. Introduction

Welcome to Cut My Trees Please ("we," "our," or "us"). These Terms and Conditions ("Terms") govern your use of our website [www.cutmytreesplease.com](http://www.cutmytreesplease.com) (the "Site") and the tree services we provide. By accessing or using our Site or services, you agree to be bound by these Terms.

## 2. Services Overview

Cut My Trees Please provides professional tree services including but not limited to:

- Tree removal
- Tree trimming and pruning
- Stump grinding and removal
- Tree health assessment
- Emergency tree services
- Land clearing
- Tree planting services

## 3. Service Estimates and Quotes

### 3.1 Estimates

All estimates provided are preliminary assessments based on information available at the time. Final pricing may vary based on actual site conditions, accessibility, equipment requirements, and unforeseen circumstances discovered during service delivery.

### 3.2 Quote Validity

Written quotes are valid for 30 days from the date of issuance unless otherwise specified. We reserve the right to adjust pricing after this period or if project scope changes.

### 3.3 Site Inspection

We reserve the right to conduct an on-site inspection before confirming any quote or beginning work. Additional charges may apply if conditions differ materially from initial descriptions.

## 4. Service Scheduling and Cancellation

### 4.1 Scheduling

Service appointments are scheduled based on availability, weather conditions, and equipment requirements. We will make reasonable efforts to accommodate your preferred dates.

## 4.2 Weather Delays

Tree service work is weather-dependent. We reserve the right to postpone or reschedule services due to adverse weather conditions including high winds, rain, ice, or other conditions that compromise safety.

## 4.3 Customer Cancellation

Customers may cancel scheduled services with at least 48 hours notice without penalty. Cancellations made less than 48 hours before scheduled service may incur a cancellation fee of up to 25% of the quoted price.

## 4.4 Our Cancellation Rights

We reserve the right to cancel or refuse service if site conditions are deemed unsafe, if access is inadequate, or if the customer fails to meet agreed-upon requirements.

# 5. Payment Terms

## 5.1 Payment Methods

We accept payment by cash, check, credit card, and electronic payment methods as specified at time of service.

## 5.2 Payment Schedule

- Projects under \$1,000: Full payment due upon completion
- Projects \$1,000-\$5,000: 50% deposit required, balance due upon completion
- Projects over \$5,000: Payment terms to be negotiated and specified in written agreement

## 5.3 Late Payment

Payments not received within 30 days of invoice date may incur a late fee of 1.5% per month (18% annually) or the maximum rate permitted by law, whichever is less.

## 5.4 Deposits

Deposits are non-refundable once work has commenced or materials have been ordered for your specific project.

# 6. Customer Responsibilities

## 6.1 Property Access

Customer must provide clear and safe access to work areas including gates, driveways, and yards. Any locked areas must be accessible at scheduled service times.

## 6.2 Utilities and Underground Lines

Customer is responsible for identifying and marking underground utilities, irrigation systems, septic systems, and other buried infrastructure. We recommend contacting your local utility locating service (such as 811 in the United States) before service.

## **6.3 Property Clearance**

Customer must remove or protect any personal property, vehicles, lawn furniture, decorations, or other items from the work area. We are not responsible for damage to items not cleared from the work zone.

## **6.4 Pets**

All pets must be secured indoors or in a safe location away from the work area during service.

## **6.5 Permission and Authority**

Customer represents that they have legal authority to authorize tree work on the property. Customer is responsible for obtaining any necessary permits, HOA approvals, or neighbor permissions.

# **7. Our Responsibilities and Limitations**

## **7.1 Licensed and Insured**

We maintain appropriate licensing, insurance, and workers' compensation coverage as required by law.

## **7.2 Workmanship**

We will perform all services in a professional and workmanlike manner consistent with industry standards.

## **7.3 Cleanup**

Standard cleanup includes removal of large wood debris and branches as specified in your service agreement. Leaves, sawdust, and minor debris may remain. Complete cleanup services are available upon request for an additional fee.

## **7.4 Stump Grinding**

Stump grinding typically leaves the area below grade level. We grind 6-8 inches below ground level unless otherwise specified. Customer is responsible for filling holes and restoring landscaping.

## **7.5 Lawn and Property Damage**

While we take precautions to minimize damage, some impact to lawns from equipment is unavoidable. We are not responsible for:

- Minor rutting or soil compaction in work areas
- Damage to underground utilities, irrigation, or septic systems not properly marked
- Pre-existing damage or dead turf in work areas
- Damage resulting from necessary equipment access

## **8. Liability and Indemnification**

### **8.1 Limitation of Liability**

Our total liability for any claim arising from our services shall not exceed the amount paid for the specific service giving rise to the claim.

### **8.2 Property Damage**

We maintain liability insurance for property damage caused by our negligence. Claims must be reported within 7 days of service completion.

### **8.3 Acts of Nature**

We are not liable for damage caused by unpredictable tree failure, hidden defects, disease, or acts of nature that could not reasonably be foreseen during inspection.

### **8.4 Customer Indemnification**

Customer agrees to indemnify and hold harmless Cut My Trees Please from any claims arising from:

- Failure to properly mark utilities or underground infrastructure
- Providing inaccurate property information
- Unauthorized third-party claims related to the work
- Customer's failure to obtain necessary permits or approvals

## **9. Warranties and Disclaimers**

### **9.1 Service Warranty**

We warrant that services will be performed in a professional manner. Any concerns about service quality must be reported within 14 days of completion.

### **9.2 No Guarantee of Tree Health**

Tree care services are performed using industry best practices, but we cannot guarantee tree survival, health outcomes, or prevent future disease or pest infestation.

### **9.3 Disclaimer of Warranties**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **10. Emergency Services**

### **10.1 Emergency Response**

Emergency services are provided on a first-come, first-served basis subject to crew availability and safety conditions.

## **10.2 Emergency Pricing**

Emergency services may be subject to premium pricing due to after-hours work, immediate response requirements, or hazardous conditions.

## **10.3 Storm Damage**

During widespread storm events, response times may be extended due to high demand. Priority is given to imminent safety hazards.

# **11. Permits and Compliance**

## **11.1 Permit Responsibility**

Customer is responsible for obtaining any required municipal permits, HOA approvals, or tree removal permits unless specifically agreed otherwise in writing.

## **11.2 Protected Trees**

We will not remove protected trees, heritage trees, or trees in conservation areas without proof of proper permits.

## **11.3 Compliance with Laws**

All services are performed in compliance with applicable federal, state, and local laws and regulations.

# **12. Disputes and Resolution**

## **12.1 Good Faith Resolution**

Both parties agree to attempt to resolve any disputes through good faith negotiation before pursuing legal action.

## **12.2 Governing Law**

These Terms are governed by the laws of the State of Alabama without regard to conflict of law principles.

## **12.3 Venue**

Any legal action arising from these Terms or our services must be brought in the appropriate court in [County], Alabama.

## **12.4 Arbitration**

For disputes under \$10,000, both parties agree to binding arbitration in accordance with the rules of the American Arbitration Association.

## **13. Intellectual Property**

### **13.1 Website Content**

All content on this Site, including text, images, logos, and designs, is the property of Cut My Trees. Please and protected by copyright and trademark laws.

### **13.2 Photography and Marketing**

We reserve the right to photograph our work for marketing purposes unless customer objects in writing. No interior photos or identifying information will be used without permission.

## **14. Use of Website**

### **14.1 Acceptable Use**

You agree to use the Site only for lawful purposes and in a manner that does not infringe upon the rights of others or restrict their use of the Site.

### **14.2 Prohibited Activities**

You may not:

- Use the Site to transmit viruses, malware, or harmful code
- Attempt to gain unauthorized access to our systems
- Scrape, copy, or download content for commercial purposes without permission
- Impersonate us or misrepresent your affiliation with us

### **14.3 User-Submitted Content**

Any information, photos, or inquiries you submit through the Site may be used by us for business purposes including service delivery and marketing.

## **15. Third-Party Links**

Our Site may contain links to third-party websites. We are not responsible for the content, privacy practices, or terms of service of any third-party sites.

## **16. Privacy**

Your use of our Site is also governed by our Privacy Policy, which is incorporated into these Terms by reference.

## **17. Modifications to Terms**

We reserve the right to modify these Terms at any time. Changes will be effective immediately upon posting to the Site. Your continued use of our services after changes are posted constitutes acceptance.

of the modified Terms.

## 18. Severability

If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

## 19. Entire Agreement

These Terms, together with any written service agreement and our Privacy Policy, constitute the entire agreement between you and Cut My Trees Please regarding our services.

## 20. Contact Information

If you have questions about these Terms and Conditions, please contact us:

### **Cut My Trees Please**

Website: [www.cutmytreesplease.com](http://www.cutmytreesplease.com)

Email: [Email Address]

Phone: [Phone Number]

Address: [Physical Address]

**By using our Site or services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.**