



# ARBORISTICALLY SPEAKING TREE SERVICE LLC

## Terms Of Service

- By signing the estimate or emailing your consent, you indicate that you have read this entire form and agree to have Arboristically Speaking Tree Service LLC perform the work described above for the price(s) listed. You agree to all terms and conditions of this agreement. A deposit of \$100 will be needed to get a date scheduled. Cancellation without 72 business hours' notice will result in forfeiture of deposit.
  
- The information on this form represents the entire agreement between you and Arboristically Speaking Tree Service LLC. No verbal agreements between you and Arboristically Speaking Tree Service LLC or its agents and representatives, prior versions of this agreement, or any other communications are part of this agreement. Only the work described in this agreement will be performed and only in the manner described in this agreement.
  
- These terms and conditions are superseded only by notes indicating otherwise on this form. 1. Your acceptance of this agreement indicates you are ready to have the work performed now and do not need prior notice of crew arrival. Crews may arrive unannounced to perform the work. You may be charged up to \$150.00 if a crew arrives but cannot perform the work due to circumstances under your control, such as physical barriers, you or your agent sending the crew away, etc. If you prefer or require advanced notification, these arrangements can be made and noted on the proposal.

- Unless otherwise noted, all brush and wood resulting from the work in the agreement will be removed from the property.
- Unless otherwise noted, "leave wood" indicates cutting wood to 24"-36" round lengths and leaving these unsplit pieces on the ground where they were cut. Stacking or moving of remaining wood can be arranged with the Arborist or the Office for an added fee.
- Unless otherwise noted, the mixture of wood, soil and air resulting from the stump grinding process will be raked over the site of the former stump and not hauled away, resulting in a mound that will not be level with the ground.
- Unless otherwise noted, flushed stumps will be left no higher than 12" from the highest point of the surrounding grade.
- Lawn damage and/or ruts may occur during tree work. Unless otherwise noted, you agree that Arboristically Speaking Tree Service LLC is not responsible for repairing any lawn damage or ruts.
- Surface marks may occur when brush is removed. Such surface marks do not constitute damage to property, for example, fences, gates, gate posts and/or exterior surfaces. Arboristically Speaking Tree Service LLC is not responsible to repair or replace surface marks caused in the normal course of service.
- Changes to this agreement requested by you or your agent after crew arrival at your property are subject to approval by the office or Arborist, may require added charges, and must be made in writing. Reductions to the invoice due to the cancellation of part of the work on this agreement are at the discretion of Arboristically Speaking Tree Service LLC and may result in forfeiture of any discounts applied.
- Any discrepancies in the work of this agreement or complaints related to the work must be reported, in writing, to Arboristically Speaking Tree Service LLC within 72 hours of the work being performed. Failure to notify Arboristically Speaking Tree Service LLC in writing within 72 hours of the work being performed is your confirmation that the work was completed to your satisfaction.
- Please clean up after your pets before we arrive. Your yard is our work area, and we need your help to keep our gear sanitary. There will be a \$100 charge added if the area requires us to clean up. We reserve the right to reschedule the work due to unsanitary conditions.

- In case of damage to property, other than as described in this agreement, you agree to grant Arboristically Speaking Tree Service LLC the right to repair the damage or hire contractors of its choosing to conduct the repairs. Arboristically Speaking Tree Service LLC is responsible only for repairs to the damaged piece of property and will not be responsible for replacement of anything beyond the damaged piece of property. No damage claim will arise exceeding the total amount of the proposal.
- Payment in full is expected immediately upon completion of work and receipt of your final invoice. Interest of 2% per month will be charged to your invoice every 30 days after your invoice is due unless prior payment arrangements have been made in writing. There will be a \$50.00 administrative fee for each partial payment made on any invoice unless prior payment arrangements have been made in writing. A credit card processing fee of 3 % will be added for any credit card payment made to Arboristically Speaking Tree Service LLC.
- Coupons and discounts will only be honored or accepted on balances paid by the due date. Without exception, past due payment will result in a forfeiture of all coupons and/or discounts offered. 3. You agree to pay all collection costs and additional sums incurred by Arboristically Speaking Tree Service LLC if your invoice is more than 30 days past due, including but not limited to collection service fees, court costs, attorney's fees, and/or credit agency reporting fees.
- You acknowledge that Arboristically Speaking Tree Service LLC may report nonpayment to credit agencies. 2. You are responsible for ensuring that any underground utility line or equipment is properly identified and marked prior to any digging conducted by Arboristically Speaking Tree Service LLC. These items may include, but are not limited to, invisible fencing, irrigation, landscape lighting or any other underground wiring or underground pipes or services.
- **WAIVER OF LIABILITY. CRANES AND TREE REMOVAL EQUIPMENT ARE VERY LARGE AND HEAVY. THE LIABILITY FOR DAMAGE TO ASPHALT/CONCRETE PARKING LOTS, UNDERGROUND UTILITIES, DRIVEWAYS, CURBS AND GUTTERS, AND GRASS IS A POTENTIAL PROBLEM. ARBORISTICALLY SPEAKING TREE SERVICE LLC WILL MAKE EVERY EFFORT TO AVOID OR MINIMIZE POTENTIAL DAMAGES AND CANNOT GUARANTEE THAT PROPERLY USED CRANE OR TREE REMOVAL EQUIPMENT WILL NOT CAUSE DAMAGE TO SURFACES. WHILE WORKING ON THIS PROJECT, ARBORISTICALLY SPEAKING TREE SERVICE LLC WILL NOT BE RESPONSIBLE FOR DAMAGE TO THE FOLLOWING: 1. PARKING LOT SURFACES, SIDEWALKS, DRIVEWAYS AND/OR LAWNS WHILE ENTERING, LEAVING OR MOVING THE LOADS OVER THESE AREAS; 2. PUBLIC STREETS, PRIVATE ROADS, UNDERGROUND VAULTS, SEPTIC TANKS GUTTERS, UNDERGROUND UTILITIES OR ANY OTHER UNDERGROUND SYSTEMS, AND/OR UNDERGROUND PARKING STRUCTURES, WHILE ERECTING THE CRANE OR DURING MOVEMENT OF CRANE ON THE WORK SITE; 3. IRRIGATION SYSTEMS, LAWNS AND SHRUBBERY THAT MAY BE DAMAGED IF THE CRANE NEEDS TO CROSS THESE AREAS TO WORK PER CUSTOMER'S REQUEST. YOU AGREE THAT ARBORISTICALLY SPEAKING TREE SERVICE LLC AND ITS AGENTS AND EMPLOYEES ARE NOT LIABLE FOR ANY DAMAGE RESULTING FROM THE PROPER USE OF THE CRANE AND EQUIPMENT AT THE FOLLOWING JOB LOCATION, EXCEPT**

IN ANY INSTANCE OF SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ARBORISTICALLY  
SPEAKING TREE SERVICE LLC.