

Element Arbor Terms and Conditions

Access and Homeowner Preparation

The customer is responsible for removing all personal property from the work zone. Personal property includes, but is not limited to, cars, garbage cans, lawn furniture, lawn ornaments, and/or potted plants. Any easily transferrable plants in the ground, should be moved from the job site area if possible. Element Arbor will do its utmost to protect permanently installed property, but we are not always capable of seeing/noticing objects. This also makes our job more difficult when having to work around them. 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.

Element Arbor attempts to place protection such as plywood and/or covering over wooden decks, patios, paved areas to protect them from scratches and dents that may occur during the work process. Please request that a surface and/or permanent object be noted in the work description verbiage to be sure our crews are aware of them and come prepared with material to protect them.

The prices quoted in our estimate assume we will have access to the property wherever possible with no damage to our equipment or our customer's property. We will not be responsible for damage to substandard blacktop surfaces caused by our vehicles or subcontractors' vehicles.

Lawn Impact

Element Arbor prepares work zones, such as laying plywood, to minimize the impact onto lawns from equipment and or manpower. However, some minor indents and patches may occur and cannot be prevented. The machinery that we

have is heavy and both warm weather and rain contribute to the post tree work impact (Winter work is another option to further lessen potential lawn damage, because the soil is frozen and hard). In most cases these lawn impressions are barely noticeable, but there are cases where the damage needs time to return to its original state. Unless clear misconduct and lack of preparation are determined, these minor damages are not Element Arbors' responsibility to repair.

Arborist Disclosure Statement

Element Arbor is proud to provide the services of an ISA Certified Arborist to our clients. However, it is important to note that arborists cannot detect or anticipate every condition or event that could occur that would lead to the illness, structural failure, or other defect that could lead to future problems with a tree. An arborist also, cannot guarantee the future health or safety of a tree in all circumstances.

Billing, Deposits, Terms of Payment

The final invoice for the balance due will be issued via email at the completion of work. For those customers who do not use email, an invoice can be mailed via the United States Postal Service upon the completion of service. In this line of work, when the job is done and you are 100% satisfied, we are compensated on the spot.

If your project is over \$4000.00, we require half (50%) up front to get the job started. This will most likely be deposited a week before the job starts.

Payment responsibility automatically falls to the person who approved the work. Unless authorized in advance, it is not our responsibility to wait for or seek payment from a third party (i.e. neighbor, insurance company, client, etc.).

All accounts are net payable upon completion of service. Accounts not paid in full within 30 days of service completion will be turned over to an outside service for collection. If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection including, but not limited to, attorney fees and court costs.

Please note that additional services will be delayed or cancelled due to outstanding balances.

We accept payment by cash, check, and credit card. Credit card payments may be made by calling our office or by paying online via Quickbooks (note: credit card deposits are refundable, but 5% of the total deposit will be deducted for merchant processing fees that are paid regardless of refund).

There will be a \$15.00 administrative fee charged for all checks returned to our office for non-sufficient funds.

Cancellation

Cancellation of any scheduled work must be done 48 business hours prior to the date of service. Acceptable means of cancellation are verbally, via phone, and written notice, via email directly to Element Arbor at info@elementarbor.com. If fees and payments have already been applied for and/or received, then those will be charged despite cancellation notice.

If the work is canceled after work has commenced then the customer will be charged for at least work performed and employee time spent, prior to cancellation (by customer or Element Arbor), or as much as the full proposed price.

This rate and the full charge will be determined by the crew leader or supervisor on sight.

The customer agrees to pay a cancellation fee of 50% of the customer-accepted estimate for work to be performed when the customer cancels the job within 48 hours prior to the day and time when the work is scheduled to be performed. The decision on whether to charge the cancellation fee rests fully on the discretion of the manager of Element Arbor, Inc. regardless of the reason for why the customer cancels the work.

No matter how much notice is give, if a customer cancels and a deposit has been paid by credit card, a 5% fee of the deposit amount will be held by Element Arbor. This is a non-refundable fee paid by Element Arbor to the credit card processing company at the time of the initial credit card transaction and is not refunded back

Concealed Contingencies

We are not responsible for any underground property. If we have been informed of its exact location by the owner or the appropriate local utility location agency, then we will make every effort to avoid contact with our machines or we can adjust the work to eliminate items that may come too close to the concealed utility or other item. The homeowner must notify Element Arbor of underground electric lines for exterior lighting, underground and surface sprinkler systems; in rare circumstances the homeowner may be required to have these electric or sprinkler systems temporarily moved by an outside party to prevent damage when their proximity to tree work and/or stump removal is too close and will inevitably be damaged.

Any additional work or equipment required to complete the work caused by the authorizing party's failure to make known or caused by previously unknown foreign material like cement or metal in trunk, stump, branches, underground or any other condition not easily apparent in visually estimating the work specified shall be paid for by the customer on a time and material basis with their acknowledgement and approval. If the customer chooses not to take on the additional cost, then the work shall be assumed complete and full payment of the original quote is due.

Element Arbor is never responsible for damaging concealed items that are too close to the selected tree work. We cannot avoid what we cannot see and in some cases the stump machine or chainsaw will grab or meet items we intend on avoiding.

Customer Care Pledge

Element Arbor is committed to providing the highest quality of service to our customers. We guarantee to deliver service precisely as described in our estimate/proposals and we strive to develop long standing working relationships with our customers.

Insurance

Element Arbor is insured for personal injury and property damage. As well as Workers Comp through the State of North Carolina. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

Proposal Approval

If a customer would like to move forward with the proposal, then the customer recognizes that they have read the proposal and agrees that it describes the full extent of the work they want included at said price and that they have entered a legal contract with Element Arbor. By acknowledging they have read and approved the proposal, all customers understand they cannot withhold payment for extra work. The customer automatically enters a contract with Element Arbor when they “electronically sign” the estimate, and/or sign the proposal and return through mail/fax/scan, and/or pay a deposit, and/or verbally agree to the description and cost.

If Element Arbor completes all work described, but the customer discovers they want/require additional work, the customer must agree to pay more for additional work done in a new or add on proposal. If there is something in the proposal that the customer does not want performed, then it is the customer’s responsibility to remove it from the proposal and have the price adjusted (if applicable). If what the customer does not want done, remains in the proposal, but is electronically approved by the customer, then that work will be completed, and the customer must pay for it accordingly. If there is additional work that the customer wants done and it is not explicitly written, it is the customer’s responsibility to call and update/change the proposal. Sometimes work can be included, or the verbiage needs to be adjusted, but there are times when additional work costs more money, each of these steps and changes must be approved and written into the contract.

The customer cannot request additional work from the crew directly, unless it is approved by the office and new work and cost is expressly approved by customer (sign something from crew, electronically sign via email etc.). If the homeowner is

not home when the work is done, but requests that another party oversee the work then our customers must outline their power of attorney to make onsite changes or not. These regulations prevent mistakes, misunderstandings and additionally protects against work changes made by parties that have not been pre-approved by our customers.

Element Arbor will try and tell customers when work done may not be aesthetically pleasing and will tell every customer when the work, they request is unhealthy. If the customer chooses to move forward with the work, and the work is done as specified then the customer is responsible for the visual, physical, and monetary outcomes. Element Arbor will never knowingly perform work that is harmful to trees that are not on the customer's property (including, but not exclusively limited to, parkway city trees and neighbor's trees).

Safety

The authorizing party agrees not to enter the work area during service unless authorized by the crew leader on-site, for safety reasons. We may hand you a hard hat for your protection. We take safety very seriously and strive to build a safety culture amongst ourselves and the community we serve.

Scheduling

Job scheduling is dependent on weather conditions, workload, geographic relationship to other scheduled work and other unforeseen issues. Work crews shall arrive at the job site unannounced unless otherwise noted. Element Arbor will do our best to meet all scheduled work dates but shall not be liable for damages due to delays or missed work. If times are given, they are approximate, and Element Arbor will not be held responsible for being late or early.

If all aspects of the work are not completed during the initial scheduled date, Element Arbor will give the customer as much notice as possible in arranging the completion. Element Arbor cannot always have the entire job completed in a single day, due to a multitude of factors. Some portions of the work must be done later, i.e., grinding out remaining stump and log removal (in addition to the job itself, and/or parts of it). Unless specifically stipulated on the customer's estimate. Element Arbor may have to break the job up into pieces (normally related to large removals). If this is a problem, then the customer must add it to the contract; this requirement may delay the work being performed and scheduled. However, nothing in nature is guaranteed, and factors outside our control may affect completion. Element Arbor is not responsible for portions of the work being done later. If the customer decides on sight, and crew deems possible, that everything needs to be done that day, additional fees may be charged.

Tree Ownership

The authorizing party warrants that all trees listed on estimate/proposal are located on the customer's property and, if not, that the authorizing party has received full, written permission from the owner to allow Element Arbor to perform the specified work. Should any tree be mistakenly or knowingly misidentified as to ownership, the customer agrees to indemnify Element Arbor for any damages or costs incurred from the result thereof.

Tree Care Standards

All work will be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations. At Element Arbor our teams are crafted with honest, hardworking, professionals that adhere

to the OSHA and ANSI Z133 Safety Standards and regulations set forth by our industry. We also value the ISA code of ethics insuring our commitment to our customers and trees. Offering high standards of service, excellent work quality, expertise, and a safe working environment is what we do.

Tree Risk

When prominent risk conditions in trees are observed and identified by Element Arbor and the authorizing party approves a proposal to proceed with the work we have recommended, we will make a reasonable effort to proceed with the work promptly. We do not assume any liability for any accident, damage or injury that may occur on the ground or on any other object or structure prior to the work beginning. Estimates do not include internal or structural considerations. We cannot therefore be held responsible if the tree fails or causes damage or injury prior to tree work being done.

Withdrawal of Proposal by Element Arbor

Proposals for work expire within 30 days of estimate. In addition, Element Arbor reserves the right to withdraw a proposal for work for any reason upon verbal and/or written notification to the authorized signer. In cases where Element Arbor withdraws its proposal (before work has begun), all deposits and payments will be refunded in full to the client. If the work had already begun, then we will determine individually if there will be a partial charge, this will depend mostly on the reasons we were forced to stop work.

Element Arbor holds the right to terminate work agreements, including but not limited to, hostile work environments, threats, no deposit, discovery of utility line conflicts, etc.

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.

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Treatments, Fertilizations, Preventative Care

We cannot guarantee that any treatment will be effective or prevent tree infestation. If we recommend treatment, it is because of our industry standards and experience that the tree is a worthy candidate for the treatment at that time.

Element Arbor will not be responsible for any unforeseen or abnormal reactions that occur during any form of treatment.

Workmanship

All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment.

Thank you for your consideration and confidence you have placed in Element Arbor. If there are any questions or concerns, please contact us at your convenience.

Please sign below to approve this contractual agreement for your proposed project. These terms and conditions are binding and does not need to be signed if estimate/proposal has been signed electronically.

By accepting this contractual agreement, you are accepting our terms and conditions which become a part of this agreement.

Customer: _____ Date: _____

Thank you,

Nicholas Johnson

ISA Certified Arborist_____

Element Arbor, Inc.

828-550-2250

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