

R&D TREE SERVICE INC.

# Service Agreement

Name

First: \_\_\_\_\_

Last: \_\_\_\_\_

Service Price

\$ \_\_\_\_\_

Consent

By signing below is an agreement for work to be completed and understanding terms, conditions, and specifications listed below:

Insurance by Contractor:

R&D Tree Service Inc. 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 our companies' coverage is available upon request.

Rescheduling/Cancellation Fee:

R&D Tree Service Inc. requests that the authorizing party provide at least 24-hours advanced notice of any work cancellation for jobs that have been scheduled in advanced. If a crew has been sent to the job site for scheduled work, and the authorized party cancels the job, the authorized party will be assessed a mobilization fee of **\$150.00** for incurred expenses.

Completion of Contract:

R&D Tree Service Inc. agrees to do its best to meet any agreed upon service dates, but shall not be liable in damages or otherwise delays because of inclement weather, labor, or any other cause beyond its control.

Safety:

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

Stump Removal:

Stumps can be removed by the operation of a commercial stump grinder to depths of 4-6" below ground unless otherwise stated in the proposal. Stump removal is only included if requested. Grindings from stump removal will not be hauled away unless stated in proposal.

Tree Decline or Failure:

R&D Tree Service Inc. will make customers 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 based on visual inspection. Customer acknowledges R&D Tree Service Inc. is not responsible for any decline in tree health or failure of tree or damage caused by failure of any or all of the trees after our work.

Debris Removal:

All debris from tree trimming and tree removal shall be reasonably cleaned up before the crew finishes the project. All lawn area surrounding the given tree shall be raked and blown, and all brush, branches, and logs, from tree trimming and tree removal shall be removed from the site.

#### Animals or Insects:

Many trees are a home to various animals or insects such as wasps. In an event where previously unknown animals or insects pose a safety concern we will require the home owner 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 customers on a time and material basis. R&D Tree Service Inc. 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:

R&D Tree Service Inc. will attempt to minimize any damage caused to driveways and sidewalks. If there is a problem that is unknown such as a void area under the concrete, which causes a failure under the load of our equipment we are not responsible for the damages. If any damage is caused from falling debris as a result of our work, we will take responsibility and fix the damage to the original state.

#### Lawn and Surface Repair:

R&D Tree Service Inc. will attempt to make the least amount of disturbances to the customer's lawn and surfaces. It is normal to have minor dents in the yard during tree work as a result of falling debris. This occurs more commonly during removals or wet conditions. It is also normal to have temporary damage to turf fields from cleanup activities. If the customer find the cleanup is not acceptable we will take extra measures to clean up the damage. This will add labor costs to the job and must be specified in the estimate or it will be billed in addition.

#### Terms of Payment:

Unless otherwise stated in the proposal, the customer agrees to pay the account in full upon completion of the work. Failure to remit full payment upon completion will result in legal action by R&D Tree Service Inc.

#### Types of Payment:

Checks, Cash, Visa, MasterCard, Discover & American Express are all accepted. \*Card payments may have a service fee\*

Sincerely yours,

R&D Tree Service

Date: \_\_\_\_\_

Signature:

A large, empty rectangular box with a black border, intended for a signature.