

## Terms and Conditions

It is agreed by and between Parker Tree Service, Inc. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Parker Tree Service, Inc. warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Cancellation Fee: Parker Tree Service, Inc. kindly requests that the authorizing party provide at least **48 hours** advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$185.00 for incurred expenses.

Completion of Contract: Parker Tree Service, Inc. agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays because of inclement weather, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for the delays.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Parker Tree Service, Inc. to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Parker Tree Service, Inc. for any damages or costs incurred from the result thereof.

Safety: Parker Tree Service, Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standard. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

ANSI A300 Tree Care Standard Definitions: The following definitions apply to specifications detailed in this proposal.

**Clean:** Selective pruning to remove on or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches.

**Crown:** The leaves and branches of a tree measured from the lowest branch on the trunk to the top of the tree.

**Leader:** A dominant or co-dominant, upright stem.

**Raise:** Selective pruning to provide vertical clearance.

**Reduce:** Selective pruning to decrease height and/or spread by removing specified branches.

**Structural Prune:** Selective pruning to improve the structure, form and appearance of trees that have been severely headed, vandalized, or damaged.

**Thin:** Selective pruning to reduce density of live branches, usually by removing entire branches.

**Vista Pruning:** Selective pruning to allow a specific view, usually by creating view "windows" through the tree's crown.

Stump Removal: Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

Concealed Contingencies: 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 in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Parker 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.

Clean-Up: Clean-up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Lawn Repair: Parker Tree Service, Inc. will attempt to minimize all disturbances to the customer's lawn. Lawn repairs are not included in the contract price, unless noted otherwise on this proposal.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full within **30 days** of work completion. Failure to remit full payment within the payment term will result in a finance charge of **1.5% per month**.

Returned Check Fee: There will be a **\$25.00 fee** charged for all checks returned to our office for non-sufficient funds.