

## TERMS AND CONDITIONS

It is agreed by and between Selner Tree & Shrub Care, LLC and the customer that the following provisions are made as part of this contract:

**Insurance by Contractor:** Selner Tree & Shrub Care, LLC warrants that it is insured for liability resulting from injury to person(s) or property. Certificates of coverage are available upon request.

**Examination of Trees:** Only trees specifically mentioned in the above quote were reviewed by Selner Tree & Shrub Care, LLC. Examinations were made from the ground and were solely visual inspections unless otherwise noted.

**Cancellation of Work:** The customer shall provide at least 24 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 \$250.00 for incurred expenses. If the job site is made inaccessible to the crews of Selner Tree & Shrub Care, LLC because of parked vehicles or other obstructions a \$300 fee will be assessed.

**Deposits non-refundable:** Deposits are non-refundable. Upon the customer's request, however, Selner Tree & Shrub Care, LLC will complete the line items up to the deposit value.

**Completion of Contract:** Selner Tree & Shrub Care, LLC 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, unavailability of labor, or any other cause beyond its control. If work is delayed as a result of a factor or factors outside Selner Tree & Shrub Care, LLC's control, Selner Tree & Shrub Care, LLC will complete the work contracted for at its earliest opportunity, and the customer will still be responsible for payment of the contract price for the work.

**Tree Ownership:** The customer warrants that all trees listed are located on the customer's property, or that the customer has received permission from the owner(s) of each tree to allow Selner Tree & Shrub Care, LLC to perform the specified work. The customer agrees to indemnify Selner Tree & Shrub Care, LLC, for any damages or costs incurred as a result of work performed on any tree that is identified in this contract that does not belong to the customer.

**Safety:** Selner Tree & Shrub Care, LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The customer agrees to not enter the work area during arboricultural operations unless authorized by the Lead Arborist on-site.

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

- **Clean:** Selective pruning to remove one or more of the following parts: dead, diseased, and/or broken branches. Unless noted otherwise on this proposal, all cleaning will be of branches "x" (DIA specified on proposal) diameter or greater throughout the entire crown.
- **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.
- **Restore:** Selective pruning to improve the structure, form, and appearance of trees that have been severely headed, vandalized, or damaged.
- **Thin:** Selective pruning, increases air and light penetration and reduces mechanical stress by pruning out branches primarily from the outer edge of the crown
- **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 will not be performed and 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.

**"Cut into firewood length:"** For purposes of this contract, this phrase refers to wood that is cut into rounds of 15-24" length, that are ready to be split. It does not mean that the wood is split into sections ready to burn.

**Concealed Contingencies:** The customer shall pay for any labor and material necessitated by any additional work or equipment that Selner Tree & Shrub Care, LLC requires in order to complete the contracted-for work as a result of pertinent facts unknown to Selner Tree & Shrub Care, LLC at the time of the execution of this contract. Such facts include facts known to the customer that the customer has not disclosed, and any condition not apparent or made known to Selner Tree & Shrub Care, LLC at the time it estimated the work specified, including information concerning foreign materials present inside the tree, soil conditions, or hazards.

**Underground Systems Damage:** Selner Tree & Shrub Care, LLC 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 customer and a copy is presented to Selner Tree & Shrub Care, LLC before the work is performed. If, in Selner Tree & Shrub Care, LLC's opinion, the specified work is likely to result in damage to the mapped system(s), it will notify the customer. If the customer instructs Selner Tree & Shrub Care, LLC to proceed with the work that has been identified as a risk to the mapped system(s), Selner Tree & Shrub Care, LLC will not be responsible for damage to the mapped system(s).

**Clean-up:** Selner Tree & Shrub Care, LLC will perform clean-up, including the removal of specified wood, brush, and clippings, and will rake the entire area affected by the specified work, unless noted otherwise on this proposal.

**Brush:** Brush is considered to be branch wood between 1.5 and 5 inches in diameter left lying on the ground after having been separated from the tree by mechanical or natural means. Live, woody and herbaceous undergrowth is not included in standard brush removal unless otherwise specified in the contract.

**Lawn Repair:** Selner Tree & Shrub Care, LLC 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, and Selner Tree & Shrub Care, LLC shall not be liable for lawn repairs.

**Driveway Damage:** Selner Tree & Shrub Care, LLC will attempt to minimize damage that may occur from operating heavy equipment and trucks on driveways, but will not be held responsible for repairs in the event that they become necessary.

**Photography:** Selner Tree & Shrub Care, LLC reserves the right to publish photos and videos of work being performed on customer's properties unless otherwise noted.

**Terms of Payment:** Unless otherwise noted in this proposal, payment is due upon completion. Failure to remit full payment within the payment term will result in a finance charge of 1.00% per month. A 50% deposit is required for scheduling if presented on the proposal.

**Returned Check Fee:** There will be a \$50.00 fee charged for all checks returned to our office for non-sufficient funds.

**Work authorization:** All prices, specifications, and terms of this proposal are satisfactory, understood, and hereby accepted with signature.