

# TREEOLOGY, INC. <sup>TM</sup>

## TERMS AND CONDITIONS

**Proposal:** Onsite proposals for tree care and removal, and plant health care for residential, commercial and HOA properties done onsite at no charge. Proposals are valid for sixty days.

**Clean Up:** All jobsites receive a work site cleanup, including removal of logs, brush, and debris, associated with work performed by Treeology, Inc. aka Treeology Tree Service. Excess sawdust that cannot be raked up will not be removed.

**Crown clean:** Removal of dead, dying, diseased, crowded, crossing, interfering, and weakly attached branches from the crown of the tree. Crown cleaning is specified in 3 classes as follows: Class 1: branches ½ inch in diameter and greater, Class 2: branches 1 inch in diameter and greater, and Class 3 (also known as safety prune) branches 2” in diameter and greater.

**Crown thin:** Removal of dead, dying, diseased, crowded, crossing, interfering, and weakly attached branches from the crown of the tree. Includes the selective removal of branches to increase light penetration and air movement.

**Crown Raise:** Removal of the lower branches from a tree to provide clearance from buildings, vehicles, and pedestrians. All raising of trees adjacent to sidewalks and streets will be done to city ordinance standards (where applicable).

**Mulch Ring:** Protects trunk and surface roots close to trunk proximity from mechanical damage from mowers. Conserves soil moisture, impedes weed growth, reduces soil erosion, restricts soil cracking, cuts down soil compaction and improves soil fertility and structure, moderates soil temperatures and improves aesthetics of trees.

**Selective Prune:** The removal of selected branches, storm damaged limbs or other specialized pruning.

**Stump grinding:** Mechanical grinding of the visible tree stump 6-8” below ground level; remaining hole is back filled with mulch (soil/woodchips) \*

**Tree Removal:** The complete removal of a tree. All wood will be removed from site unless other arrangements have been made at time of proposal. Trunk sections will be cut to just above ground level when conditions permit (i.e., Trees against buildings or fences).

\*Some lawn damage or irritation may occur during the removal or grinding process.

\*Trees occasionally grow around objects, such as metal fences and concrete posts or walks. This kind of unseen material may require additional time and equipment to remove; additional charges may be added as a result. This kind of unseen material may result in not being able to remove tree as low to ground, or as proposed.

## CONDITIONS

1. **Contract Documents:** The Contract includes these Terms and Conditions, together with the Proposal, any Change Order(s), and the Invoices (collectively as the “Contract”).
  
2. **Customer:** Unless otherwise agreed to, the Customer is the person to whom the proposal is addressed, along with his/her employer or principal. Customer warrants that he/she is fully authorized to contract and bind his employer/principal to this Contract.
  
3. **Change Orders.** Upon request of the Customer, or as determined by Treeology, Inc. as necessary to the safe and timely completion of the work, additional work may be added to or subtracted from the scope of work in the Proposal (or any other Change Order) by written Change Order, and the Customer shall be responsible for payment of all such additional work as provided in the Change Order or as provided herein.
  
4. **Insurance:** Treeology, Inc. is fully insured with general liability and all employees are covered by workmen’s compensation. Proof of insurance can be verified by requesting a Certificate of Insurance.
  
5. **Minimum Visit Charge:** Treeology, Inc. charges a minimum of \$225 to do tree work/landscaping. While lower amounts may appear itemized in the proposal, they cannot be selected individually.
  
6. **Tree Ownership:** Customer warrants that all trees/stumps listed or referred to in the Proposal, in any communication by Customer, and any Change Order are either: (1) located on the Customer’s property; and/or (2) Customer has received full permission from the owner to enter this Contract. Should any tree/stump be mistakenly identified as to ownership, the Customer agrees to indemnify Treeology, Inc. for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein.
  
7. **Work Zone:** The Work Zone shall include all areas used and to be used by Treeology, Inc. in the performance of the work, including all areas needed for mobilization, access, hauling, boom swing, ingress, and egress. Customer warrants that the Work Zone is either: (1) located on the Customer’s property; and/or (2) located on another’s property and the Customer has received full permission from the other property owner to enter this Contract and to conduct work on that property.
  
8. **Stump and Root Grinding/Removal:** Stumps will be ground to a depth of between 6-8” unless another specification is provided in the Proposal or Change Order. Unless otherwise agreed to in the Proposal or a Change Order, the following are not part of the Contract unless an amount or a rate is specifically listed:
  - a. Stump removal;
  - b. Removal of stump grindings; and
  - c. Surface and subsurface roots.
  
9. **Post Work Zone Condition:** Upon completion of the work, Treeology, Inc. shall remove all brush and debris from work zone, and rake to clean work site. Excess sawdust that cannot be raked will not be removed.

10. Utility Location: Sunshine 811 will be called for your stump grind, if there are lines buried such as electrical done by the homeowner, water features, invisible pet fences or other lines not related to the companies contacted by Sunshine 811 Call Before You Dig, please inform us. We are not responsible for buried lines we cannot see.

#### 11. Customer's Work Zone Responsibilities:

a. Map: Customer shall provide an adequately and accurately detailed map and on-site location of all man-made elements within the Work Zone, including but not limited to sprinklers and sprinkler heads; drain lines; invisible fences; underground cables/wires; and any known hazards (including insects, pests, and pets). If map is available, Treeology, Inc. 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.

b. Work Zone Entry: Customer agrees not to enter the Work Zone during the performance of the work unless authorized by the crew leader on-site. Customer further agrees to keep the Work Zone free and clear from all employees, family members, children, and pets. Treeology, Inc. is not responsible for pets getting out of any enclosure.

c. Work Zone Clearing: Customer shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting, wind chimes, flags, hammocks, tree swings, and any other items of value from the Work Zone prior to commencement of the work. 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.

12. Delays/Costs Due to Customer Failure, Unforeseen Conditions, or Conditions Treeology, Inc's Control: Any additional work, work time, or equipment needs required to complete the Contract, caused by any reason, including the Customer's failure complete its responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Treeology, Inc's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at Treeology, Inc's customary rates or as required by any subcontractor of Treeology, Inc. These conditions may include, but are not limited to insects, animals, harmful plants/fungi/organisms, Work Zone access issues, additional work needed to access the Work Zone or within the Work Zone due to changes, foreign material in trees and stumps, and changed conditions within the Work Zone (chicken coops, goat farms or landscape changes) after the date of the Proposal or Change Orders.

13. Lawn & Surfaces Damage/Repair: Treeology, Inc. will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Treeology, Inc. must utilize vehicles & equipment to perform tree care services. Treeology, Inc. shall not be liable for damages to landscaping, sod, plant material in the execution of its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flowerbeds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.)

#### 14. 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.

15. Treatments, Fertilization and Plant Health Care: Treeology, Inc. provides no warranties or guarantees as to the effectiveness or success of any tree or plant treatments. If we recommend treatment, it is because we think that the tree is a worthy candidate for treatment at that time.

16. Payment: Payment is due upon completion of the work. Invoices will be sent by email or on-site unless otherwise specified and agreed upon by Treeology, Inc. and customer. In the event there are no extra charges or Change Orders, Customer shall pay the Contract price listed in the Proposal upon receipt. Failure to remit full payment when due shall result in a \$50 late fee, plus interest at the rate of 18% per annum. Treeology, Inc. is entitled to its costs and reasonable attorney fees and appellate attorney fees for collection. Any partial payments will be first credited to penalties, interest, costs, and attorney fees before credit to principal.

17. Customer Cancellation: Treeology, Inc. requests that the authorizing party provide at least 24 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$200.00 for incurred expenses. Cancellation fees may apply to any notice less than 24-hour notice.

18. Insurance/Indemnity: Treeology, Inc. insurance that provides coverage in the event of injury to persons or property arising directly from the negligence of Treeology, Inc. /or its employees. Further, all the employees of Treeology, Inc. covered by Worker's Compensation Insurance. Once the work subject to this contract has been completed by Treeology, Inc., customer/owner agrees to indemnify and hold harmless Treeology, Inc., its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set forth above. In no event shall Treeology, Inc. be liable to customer/owner for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Treeology, Inc. The parties herein further agree that in no instance can the customer/owner seek damages more than Treeology, Inc's applicable policy liability.