

EARTHWORKS TREE SERVICE

Terms and Conditions

Below are our terms and conditions, which apply to each job, unless otherwise noted.

Please don't hesitate to notify of any questions or concerns:

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

- **Completion of Contract:** Earthworks Tree Service 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 authorizing party be relieved of completion for delays.
- **Safety:** Earthworks Tree Service warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.
- **ANSI A300:** ANSI A300 are voluntary industry consensus standards based on current research and sound practice for writing specifications to manage trees, shrubs, and other woody plants. Our work is done in accordance with ANSI A300 Tree Care Standards, unless otherwise noted.
- **Media Release:** Earthworks Tree Service occasionally takes pictures and records video and/or sound during particular jobs to be used for training and promotional purposes. The authorizing party grants Earthworks Tree Service the right to use, publish, and reproduce pictures, video, and sound recordings in any and all media formats for any and all purposes. In addition, the authorizing party waives the right to receive any payment from Earthworks Tree Service for use of this media.
- **Permits:** Unless we have been contracted to do so, or it was agreed upon as part of the scope of a project, we will not be responsible for obtaining permits. You will need to do this. This is something we are able to do for you, but it will require additional fees for the permits.

1. Contract Documents: The Contract includes these Terms and Conditions, together with the Quote, 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 Earthworks Tree Service 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: Earthworks Tree Service is fully insured with general liability and all employees are covered by workman's compensation. Proof of insurance can be verified by requesting a Certificate of Insurance.

5. Minimum Visit Charge: Earthworks Tree Service charges a minimum of \$350 to do tree work. 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:

- A. Located on the Customer's property; and/or
- B. Customer has received full written permission from the owner to enter into this Contract. Should any tree/stump be mistakenly identified as to ownership, the Customer agrees to indemnify Earthworks Tree Service for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein.
- C. If written permission is required Earthworks Tree Service will need the contact number for the tree owner.

7. Work Zone: The Work Zone shall include all areas used and to be used by Earthworks Tree Service 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 into 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, Earthworks Tree Service shall remove all brush and debris from the work zone, and rake to clean the work site. Excess sawdust that cannot be raked will not be removed. Unless other agreements have been made.

10. Locates: Locates 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 Washingtons Call Before You Dig, please inform us. We are not responsible for buried lines we cannot see.

ALL YOUR TREE CARE NEEDS UNDER ONE CANOPY.



11. Customer's Work Zone Responsibilities:

- a. **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. Customers further agree to keep the Work Zone free and clear from all employees, family members, children and pets. Earthworks Tree Service is not responsible for pets getting out of any enclosure.
- b. **Work Zone Clearing:** Customers 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 Outside Earthworks Tree Service'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 Earthworks Tree Service's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at Earthworks Tree Service's customary rates or as required by any subcontractor of Earthworks Tree Service. 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: Earthworks Tree Service will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Earthworks Tree Service must utilize vehicles & equipment to perform tree care services. Earthworks Tree Service 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 flower beds, 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: Earthworks Tree Service 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 immediately upon completion of the work. In the event there are no extra charges or Change Orders, Customers shall pay the Contract price listed in the Proposal within seven (7) days of completion of the work or within (7) days of the invoice, whichever is first. If additional work is needed (by Change Order or as provided herein),

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Customers shall pay for such work within seven (7) days of receipt of the invoice. Failure to remit full payment when due shall result in a \$50 late fee, plus interest at the rate of 1.8% per month. Earthworks Tree Service 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: Earthworks Tree Service 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 \$250.00 for incurred expenses. Cancellation fees may apply to any notice less than 24 hour notice.

18. Insurance/Indemnity: Earthworks Tree Service possesses insurance that provides coverage in the event of injury to persons or property arising directly from the negligence of Earthworks Tree Service and/or its employees. Further, all of the employees of Earthworks Tree Service are covered by Worker's Compensation Insurance. Once the work subject to this contract has been completed by Earthworks Tree Service, customer/owner agrees to indemnify and hold harmless Earthworks Tree Service, 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 Earthworks Tree Service 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 Earthworks Tree Service. The parties herein further agree that in no instance can the customer/owner seek damages in excess of Earthworks Tree Service applicable policy liability.

19. Animal Waste: Your yard must be free of all animal waste when the crew arrives as they will be running ropes and rigging gear on the ground and when those items are contaminated it can cause delays, safety issues, and in extreme cases even cancellations of work. When necessary Earthworks will refuse the cleanup portion of the project, and amend the price if appropriate. A cleaning surcharge of \$150 will be applied as needed.

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