

TERMS AND CONDITIONS

The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

Bartlett Tree Experts is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation insurances in each country of operation.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Bartlett Tree Experts shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon completion of the job and receipt of invoice. In the event the scope of work changes, Bartlett Tree Experts will be paid for all the items on the contract that have been completed. Any additional work performed requested by the Client will be billed on a time and materials basis. A service charge of 1½% per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney's fees and court costs.

Client warrants that all trees and vegetation upon which work is to be performed are owned by the Client, or that authorization for the work has been obtained from the rightful property owner. The Client shall be responsible for compensating Bartlett Tree Experts for any and all damages collected against Bartlett Tree Experts by any third party demonstrating actual ownership of the trees and vegetation upon which the work is to be performed, regarding damage to or removal of trees or vegetation which the Client represents as their own.

Client shall provide free access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Bartlett Tree Experts shall not be expected to keep gates closed for animals or children.

Bartlett Tree Experts assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of Bartlett Tree Experts.

Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the front of this Agreement. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise on the front of this Agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this Agreement.

Bartlett Tree Experts is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Both the Client and Bartlett Tree Experts agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other available legal remedy.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection systems, must be inspected annually, or after any major weather event, by a qualified arborist, to ensure the system's condition, position and/or grounding integrity. It is the responsibility of the Client to make sure that each system is inspected and maintained by a qualified arborist.

Bartlett Tree Experts will be responsible for the proper application of any plant health care material or formulation it uses that is commonly used in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.