

Arbor Care Tree Specialists Inc. – Terms and Conditions

1. General Agreement

By engaging Arbor Care Tree Specialists Inc. (“Contractor”), the customer or customer’s authorized agent (“Authorizing Party”) agrees to the following terms and conditions.

2. Insurance

Arbor Care Tree Specialists Inc. is fully insured for liability resulting from injury to persons or property. All employees are covered by Workers’ Compensation as required by law. Certificates of insurance are available upon request.

3. Cancellation Policy

Please provide at least 48 hours’ notice for any full or partial cancellation of scheduled work.

If a crew has already been dispatched, a mobilization fee of up to 20% of the total job cost may be charged to cover incurred expenses.

4. Completion of Contract

Arbor Care Tree Specialists Inc. will make every effort to meet agreed performance dates but is not liable for delays due to weather, labor issues, or circumstances beyond our control. Delays do not relieve the customer of payment obligations.

5. Tree Ownership

The Authorizing Party warrants that all trees to be serviced are on their property, or that permission has been obtained from the property owner. The customer agrees to indemnify Arbor Care for any costs or damages arising from incorrect ownership information.

6. Safety

All work follows the latest ANSI Z133.1 safety standards. The customer agrees not to enter the work area during operations unless authorized by the on-site crew leader.

7. ANSI A300 Tree Care Standard Definitions

Clean: Remove dead, diseased, or broken branches (≥ 2 inches diameter unless noted).

Crown: The branches and leaves from the lowest branch to the top of the tree.

Leader: A dominant or co-dominant upright stem.

Raise: Pruning to increase vertical clearance.

Reduce: Pruning to decrease height or spread.

Restore: Pruning to improve structure or form of damaged trees.

Thin: Pruning to reduce density by removing entire branches.

Vista Pruning: Pruning to create specific view “windows” through the crown.

8. Stump Removal

Stump removal is not included unless specified in the proposal. Stump grindings are not hauled away unless noted, and surface/subsurface roots beyond the stump are not removed unless specified.

9. Concealed Contingencies

Additional work or equipment required due to hidden conditions (e.g., underground materials, roots, cables) will be billed on a time and materials basis.

Arbor Care is not responsible for damage to sprinklers, drains, invisible fences, septic system, or cables unless a detailed map is provided before work begins.

10. Clean-Up

Clean-up includes removal of wood, brush, and clippings and raking of affected areas unless otherwise noted.

11. Lawn Repair

Arbor Care will minimize lawn disturbance, but repairs are not included unless specified in the proposal.

12. Payment Terms

Payment is due within 30 days of job completion unless otherwise stated. A 10% fee may be applied to any account more than 30 days past due, and 5% per month thereafter.

13. Returned Check Fee

A \$15 fee applies to all returned checks due to insufficient funds

Crane Liability Waiver and Hold Harmless Agreement

Effective as of the date of approved quote, this agreement is made between:

Arbor Care, INC

("Contractor")

and

[Client Name as shown in Jobber Contract]

("Authorizing Party")

1. Assumption of Risk

The Authorizing Party acknowledges that crane operation may cause damage to surfaces such as streets, sidewalks, or driveways due to weight and operation.

2. Hold Harmless and Indemnification

The Authorizing Party agrees to hold harmless and indemnify the Contractor from any damages or expenses related to such damage, provided Arbor Care acts in good faith and uses reasonable care.

3. Contractor's Responsibility

Arbor Care agrees to take reasonable precautions to minimize potential damage during crane operations, including proper equipment use and assessment of surface conditions.

4. Insurance

Arbor Care maintains appropriate insurance for its operations. Proof may be provided upon request. Property Owners should maintain their own insurance for potential property damage.

5. No Admission of Fault

This agreement does not imply any admission of liability by Arbor Care. The Contractor is not responsible for incidental or consequential damages unless caused by gross negligence or willful misconduct.

6. Severability

If any part of this agreement is found invalid or unenforceable, the remainder will continue in full effect.

Acceptance

By approving the proposal or signing the work authorization, the Authorizing Party acknowledges and accepts these Terms and Conditions and the Crane Liability Waiver.