



Tree MD, LLC

1517 Woodridge Lane
Sykesville, MD 21784
Josh@treemaryland.com
LTE # 1817



It is agreed by and between Tree MD, LLC and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract.

Insurance by Contractor: Tree MD, LLC warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Workers' Compensation as required by law. Certificates of coverage are available upon request.

Completion of Contract: Tree MD, 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, labor, or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Customer Delays: If, for any reason, Tree MD, LLC arrives at the authorizing party's property on the scheduled work date and is unable to complete the work due to changed site conditions from when the estimate was performed or due to the authorizing party not preparing the property adequately, the authorizing party will be charged an additional \$300 fee. Examples include but are not limited to, cars parked in areas that require access, building materials in the areas that require access, and fences that were agreed to be removed prior to work commencement. If any of these types of delays are unable to be remedied within 30 minutes of arrival.

Tree Ownership: The authorizing party warrants that all trees listed are located on the customer's property, and, if not, that the authorizing party has received full permission from the owner to allow Tree MD, LLC to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Tree MD, LLC for any damages or costs incurred from the result thereof.

Concealed Contingencies: Any additional work or equipment required to complete the work, caused by the authorizing party's failure to make known or caused by previously unknown foreign matter in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the customer on a time and material basis. Tree MD, 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 authorizing party and a copy is presented before or at the time the work is performed.

Driveway Repair: Tree MD, LLC will not be held responsible for any damage done to a driveway due to heavy equipment, trucks, or dumpsters. A standard driveway is not designed for vehicles exceeding 7,500 pounds, skid loaders, fork lifts, and any other equipment. If there are areas where access must be limited or no access permitted, Tree MD, LLC must be made aware of this in writing at time of estimate.

Roadways: If authorizing party allows equipment access anywhere off of a paved public street or roadway, authorizing party assumes liability for all damages to curbs, sidewalks, driveways, lawns, trees, or other property resulting from such equipment access and agrees to indemnify Tree MD, LLC against all liability as a result thereof. Authorizing party is also responsible for mud deposited on roads or streets after departure as a result of wet job conditions. Should towing be required due to job site condition, authorizing party is responsible for such charges.

Ground Conditions: The authorizing party hereby agrees that it will assume all responsibility for the ground, soil, driveway, patio, sidewalk, and turnaround conditions in the area where any equipment will be stored, parked, or operated. The authorizing party shall perform or have performed all necessary inspections or testing to determine the nature of the ground, soil, driveway(s), patio(s), sidewalk(s), and turnaround(s) also its ability to support any equipment while in operation or otherwise. If the ground, soil, driveway(s), patio(s), sidewalk(s), and turnaround(s) condition is such that it cannot support the equipment, the authorizing party shall take all necessary measures to ensure that these conditions are remedied prior to the equipment being placed on that ground, soil, driveway(s), patio(s), sidewalk(s), or turnaround(s). Tree MD, LLC is not responsible for damages to the ground, soil, driveway(s), patio(s), sidewalk(s), or turnaround(s) that do not adequately support the equipment and incur damage(s). If there are areas of the ground, soil, driveway(s), patio(s), sidewalk(s), or turnaround(s) that access must be limited or no access is permitted, Tree MD, LLC must be made aware of this in writing at time of estimate.

Permits & HOA Approvals: Tree MD, LLC is not responsible for any permits or HOA Approvals required to perform the work. It is the customer's responsibility to obtain any necessary permits/HOA approvals and present those in writing prior to work commencement. If the customer did not obtain the necessary permits or HOA approvals, the customer agrees to indemnify Tree MD, LLC for any damages or costs incurred from the result thereof.

Clean-up: Clean-up shall include removing wood, brush, clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Lawn Repair: Tree MD, 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.

Cancellation Fee: Tree MD, LLC kindly requests that the authorizing party 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 \$300 for incurred expenses.

Terms of Payment: Unless otherwise noted in this proposal, the customer agrees to pay the account in full upon work completion. If invoice is not paid within 30 days of service date, a 5% fee will be added per month until paid in full. If collection requires the use of a lawyer by Tree MD, LLC, all lawyer fees will be the responsibility of the customer.

Methods of Payment: Tree MD, LLC accepts check, cash, or credit card. We charge a 3.5% fee on the total amount charged to process credit card payments. Returned Check Fee: There will be a \$20.00 fee charged for all checks returned to our office for non-sufficient funds.

Warranties: There are no warranties or returns on any products or services unless otherwise specified in writing.

Safety: Tree MD, LLC 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 Tree Care Standard Definitions: The following definitions apply to specifications detailed in this proposal.

Remove: Tree removal to as near ground level as possible without causing damage to the operator's machinery. Includes hauling away all wood and brush and raking the worksite clean, unless otherwise specified.

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 1 inch diameter or greater throughout the entire crown.

Thin: Selective pruning to reduce density of live branches, usually by removing entire branches.

Raise: Selective pruning to provide vertical clearance.

Reduce: Selective pruning to decrease height and/or spread by removing specified branches.

Stump Grinding: The mechanical grinding of a stump resulting in dirt/wood grindings. Unless otherwise specified, grindings are not hauled and surface/subsurface roots beyond the stump are not removed.

Remove Grindings: Remove excess stump grindings leaving the stump hole at surrounding grade level (some grindings will remain in the stump hole), unless otherwise specified.