

Burman's Tree Services, LLC
17045 Garvey Road
Chelsea, Michigan 48118

TERMS AND CONDITIONS

Burman's Tree Services, LLC, a Michigan limited liability company (the "**Company**") and Customer agree, pursuant to the agreement between the parties (the "**Agreement**"), that Company shall provide tree removal, tree trimming or stump grinding services to Customer on the following terms and conditions:

1. Effective Date of Service.

The particular services under the Agreement shall be listed or described on the Agreement and begin on the date listed on the Agreement (the "**Effective Date of Service**"), and the term of the agreement shall be as provided under the Agreement. The Agreement shall not be effective unless executed by a duly authorized representative of Company and by a duly authorized representative of Customer.

2. Controlling Document.

The Agreement shall be, in all respects, the controlling document. Any agreement provided previously provided will be superseded by the Agreement. The Agreement may be modified or amended only by writing appropriately identified as a modification or amendment hereof and duly executed by both parties. If a purchase order or similar instrument is issued by Customer, such instrument shall be considered to be for Customer's use only and any provisions contained therein shall be inapplicable as the Agreement is the controlling document defining terms and conditions for the services.

3. Term of Agreement: Termination.

The Agreement shall begin on the Effective Date of Service and shall continue for the term listed under the Agreement. Thereafter, the Agreement will remain in effect until the services are completed or otherwise the Agreement is otherwise terminated. Effective at any time after the initial term, Company may terminate the Agreement on prior written notice to the Customer.

4. Limitation of Liability.

COMPANY SHALL NOT BE RESPONSIBLE FOR FAILURE TO PROVIDE SERVICE HEREUNDER: (i) AT LOCATIONS DEEMED HAZARDOUS TO THE HEALTH OR SAFETY OF COMPANY'S EMPLOYEES OR REPRESENTATIVES OR (ii) WHERE SUCH FAILURE RESULTS FROM CAUSES BEYOND THE REASONABLE CONTROL OF COMPANY, INCLUDING BUT NOT LIMITED TO ACTION OR INACTION OF THE CUSTOMER, ACTS OF GOD, ACTS OF GOVERNMENT, STRIKES OR LABOR DISPUTES (OTHER THAN BY COMPANY'S OWN EMPLOYEES), FAILURE OF TRANSPORTATION, FIRE, FLOOD OR OTHER CASUALTY, AND FAILURE OF SUBCONTRACTORS OR SUPPLIERS. NO RECOVERY OF ANY KIND AGAINST

COMPANY OR ITS AGENTS, WHETHER FOR BREACH OF THE AGREEMENT, TORT, OR UNDER ANY OTHER CLAIM OR LEGAL THEORY, SHALL BE GREATER IN AMOUNT THAN THE COST OF SERVICES RENDERED. COMPANY AND ITS AGENTS SHALL HAVE NO LIABILITY UNDER THE AGREEMENT FOR DAMAGES ARISING FROM THE UNAUTHORIZED USE OF COMPANY'S EQUIPMENT BY PERSONS OTHER THAN EMPLOYEES OF COMPANY OR ITS AGENTS. COMPANY IS FULLY LICENSED AND INSURED. COMPANY IS NOT RESPONSIBLE FOR DAMAGE TO SYSTEMS THAT ARE NOT CLEARLY MARKED BY CUSTOMER PRIOR TO COMMENCEMENT OF THE SERVICES. CUSTOMER HAS THREE BUSINESS DAYS TO CANCEL CONTRACT BY NOTIFYING COMPANY IN WRITING. IF CUSTOMER CANCELS CONTRACT AFTER THREE DAYS, ANY DEPOSIT WILL BE RETAINED BY COMPANY AS LIQUIDATED DAMAGES. COMPANY IS NOT RESPONSIBLE FOR ANY DAMAGE TO LANDSCAPING OR OTHER PROPERTY OF CUSTOMER. IT IS CUSTOMER'S RESPONSIBILITY TO MOVE, REMOVE OR SAFEGUARD SUCH ITEMS PRIOR TO COMMENCEMENT OF THE SERVICES.

5. Indemnification.

The Customer will indemnify and hold Company harmless from any damages, costs or expenses finally awarded against Company based upon a claim for personal injury, death or property damage caused by the negligence or willful misconduct of the Customer in the performance of the Agreement and not caused by the negligence or willful misconduct of Company, its agents or invitees.

6. Force Majeure, Customer Changes and Delays.

Any performance by the Company hereunder shall be subject to delays caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, acts or inaction of the Customer, or any other cause beyond the reasonable control of the Company. In the event of any delay, the date(s) set forth herein and the times for performance will be extended accordingly for additional period(s) of time to cover such period(s) of delay. Changes to the contracted services by the Customer, if received and accepted by the Company sufficiently in advance, will be implemented by the Company's best efforts; however, delay may result and Customer agrees to pay any resulting added charges. Cumulative delays requested by Customer of more than twenty (20) days will result in increased associated labor and material costs, plus increases instituted by the Company applicable to all customers and any applicable material shortages.

7. Assignment.

Neither the Agreement nor the obligations arising hereunder may be assigned by Customer or Company without the prior written consent of the other party. Any prohibited assignment shall be null and void.

8. Notices.

Any notice to Company hereunder shall be sent by registered mail to: Burman's Tree Services, LLC, 17045 Garvey Road, Chelsea, Michigan 48118.

9. General.

The Agreement, as it may be amended from time to time, shall be governed by and construed in accordance with the substantive and procedural laws of the State of Michigan without giving effect to the principles of conflict of laws. Jurisdiction and venue shall be appropriate in the 14A-3 District Court in Chelsea, Michigan, the Circuit Court for Washtenaw County, Michigan, or the United States District Court for the Eastern District of Michigan. Failure of either party to enforce any right(s) hereunder shall not constitute a waiver of such right(s). Company reserves the right to charge interest on overdue accounts at the rate of eighteen (18%) percent per annum or the maximum lawful rate, whichever is lower. The Agreement cancels and supersedes any prior Agreement for services covered hereunder.

10. Entire Agreement.

CUSTOMER, HAVING CAREFULLY READ ALL OF THE PROVISIONS OF THE AGREEMENT, ACKNOWLEDGES RECEIPT OF A COPY OF THE AGREEMENT, AND ALL APPLICABLE TERMS AND CONDITIONS (found at www.burmanstreeservices.com) WHICH TOGETHER ARE THE FINAL EXPRESSION OF THE AGREEMENT OF THE PARTIES RELATED TO THE SUBJECT MATTER HEREOF, AND THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS AGREED UPON. ALL PRIOR AGREEMENTS AND UNDERSTANDINGS BEING MERGED HEREIN, AND THAT THERE ARE NO REPRESENTATIONS, WARRANTIES OR STIPULATIONS, EITHER ORAL OR WRITTEN, NOT HEREIN CONTAINED.