



TERMS & CONDITIONS

SCHEDULING AND TRAINING

- **POTENTIAL DELAYS:** Mike's Tree Service ("MTS") will make every attempt to arrive on the scheduled project date. However, schedules are contingent upon weather, accidents and other delays beyond our control and MTS shall not be liable for any financial damages due to those delays. MTS requests that the authorizing part provide at least 24 hours advance notice for cancellation, should you need to cancel the project. If the project is cancelled after we have received your approved quote and booked your appointment, we reserve the right to assess a mobilization fee of \$250.00 for expenses incurred.
- **PERFORMANCE:** All work shall be performed professionally with the appropriate tools and equipment for proper job completion. All equipment and work performed will be in full compliance with the most current version of the American National Standards Institute (ANSI A300) Standard for Tree Care Operations.

INSURANCE AND LIABILITY

- **INSURANCE:** MTS carries insurance for liability resulting from injury to persons or property. Worker's Compensation Insurance covers all MTS employees. The parties herein agree that in no instance may the customer seek damages in excess of the policy limits of MTS' liability insurance.

STANDARD OPERATING PROCEDURES

- **DEBRIS:** All debris from tree trimming and tree removal operations shall be cleaned up each day before the work crew leaves the site, unless otherwise coordinated by the customer and crew leader. For all debris created from our services, we will rake or blow off the area and remove the debris, unless otherwise specified. Rarely, there may be necessary changes to this procedure (i.e., a severe storm arises), where we may need to leave such debris until the next safest day to retrieve and remove it.
- **STUMPS:** Unless explicitly specified in the Quote, stump removal is not included in the price. If stump removal is included in the Quote, you will have the option to have MTS spread the shavings with a rake or haul them off for you. There is a fee if MTS haul's debris off to an approved landfill.
- **UNKNOWNS OBSTRUCTIONS:** Any additional work or equipment required to complete the project, caused by either the authorizing party's failure to make known or generated by previously unknown foreign material in the trunk, branches, underground, or any other condition not apparent in our assessment of the project, shall be paid for by the customer on a time and material basis.

IRRIGATION AND LAWN

- **MAPPING:** MTS is not responsible for damages to underground sprinklers, drain lines, invisible fencing, or underground cables, unless the authorizing party adequately and accurately maps the system(s), and a written copy is presented to MTS before the time the project is to be performed.
- **LAWN:** MTS will attempt to minimize all disturbances to the customer's yard and surfaces; however, MTS must utilize certain vehicles and equipment to perform the project safely. MTS shall not be liable for damages to landscaping and/or plant material in the execution of the project or causes beyond its control. Examples include but are not limited to, ruts in the yard due to wet conditions, limbs falling on flower or plant beds, cracking of paved surfaces and/or sidewalks due to the weight of the trucks, equipment, etc.

ACCESS

- **EQUIPMENT:** For equipment to access specific areas, it may be required to be placed on or to cross paved and hard surfaces. If we are not authorized to access or travel across hard surfaces as needed, it must be arranged with the arborist before bid/Quote acceptance. Pricing may vary with any changes to the scope of work on the project, including denial of access to hard surfaces.
- **NEIGHBORING PROPERTIES:** The customer is responsible for contacting neighbors to advise them of any project that may be remarkably close to their property lines.
- **FENCING:** Fencing may need to be disassembled before MTS can access the yard. The customer is responsible for removal and replacement of any fencing that may be affected by the project. At times, MTS can provide a Quote to include this for the customer, but if this is not included in the Quote, it is the customer's responsibility to inform MTS of these needs before the commencement of the project.
- **LAWN FURNITURE:** The customer is responsible for removing or protecting lawn furniture, ornamentation, planter boxes, pets, statues, BBQ pits, or any objects on the property within one hundred (100) feet proximity to the project area. MTS is not responsible for damage to any removable objects remaining on the property on workday(s). Furthermore, if the customer fails to remove such vulnerable items, MTS is not responsible for any damage that may occur to those items if its employees must move said items out of the project area.
- **VEHICLES:** The driveway and street access must be clear and free of obstruction. Customers must remove all vehicles, campers, RVs, ATVs, and/or other objects prior to MTS' arrival on the scheduled date.
- **VENTILATION:** Windows, doors, or other openings to interior spaces should be closed on project day(s). MTS is not responsible for dust or debris entering inside areas.



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BEST MANAGEMENT PRACTICES

- **WORK PROPOSED:** All work proposed and performed by MTS is based on observations made at the time of assessment and considers only known targets and visible/detectable conditions of the tree and site, consistent with a Level 1 assessment per ANSI A300 (Part 9) standards, the ISA Best Management Practices (Tree Risk Assessment) unless other levels of evaluation are specified or required.
- **DISCOVERY:** MTS is not responsible for the detection or identification of hidden or otherwise non-observable hazards. Observations and assessments do not include individual testing or analysis and do not include aerial or sub-soil inspection, unless specified.
- **TIME FRAME:** Any reference to the time frame is not a guarantee for tree stability. Records may not remain accurate after inspection due to variable deterioration of assessed material. Extreme weather or unforeseeable events may cause tree failure. MTS provides no warranty with respect to the fitness of the customer's tree for any use or purpose whatsoever.

PAYMENT TERMS

- **DUE DATE:** All accounts are net payable upon completion of the project. MTS reserves the right to assess a 1.5% Late Fee per month for invoices not paid in full within 30 days of the invoice date.
- **FAILURE TO PAY:** Should the customer fail to make full payment due MTS, as referenced in the "Due Date" section above, the customer shall be responsible for the cost of collection, including reasonable cost of MTS' attorney's fees and court costs.

LEGAL

- **TERMS:** The terms and conditions of this contract shall be interpreted and governed according to the laws of the State of South Carolina. Venue shall be in the County of Lexington, unless otherwise specified.
- **TREE(S) LOCATION:** The customer warrants that all trees listed are located on their property and, if not, that the authorizing party has received full permission from the landowner to allow MTS to perform the specified project. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify and hold harmless, MTS, for any damage(s) or costs incurred based upon faulty ownership information.
- **HOMEOWNER'S ASSOCIATION APPROVAL:** The customer/property owner shall be the responsible for obtaining and paying for necessary prior approval from applicable Homeowner's Association(s) and other governing entities.

Questions regarding these Terms & Conditions should be directed to our office at: 803.446.8477.