

It is agreed by and between Dogwood Arboriculture, LLC, and the authorizing party (client and/or client's agent) that the following provisions are made as part of all Dogwood Arboriculture LLC contracts:

1. Ownership: The client warrants that all trees listed in the estimate are located on the client's property, and, if not, that the client has received full permission from the owner to allow Dogwood Arboriculture, LLC., to perform the agreed upon work. In the case that a tree is misattributed, the client agrees to indemnify Dogwood Arboriculture, LLC., for any damages and/or costs incurred from the result thereof.
2. Modifications: All changes to services shall be in writing and signed by both the client and Dogwood Arboriculture, LLC.
3. Insurance: Dogwood Arboriculture, LLC., warrants it is adequately insured for liability resulting from injury to persons or property.
4. Completion of Contract: Dogwood Arboriculture LLC agrees to meet any agreed upon performance dates, but shall not be liable in damages or for delays resulting from causes beyond its control, including, but not limited to, inclement weather, labor, or equipment malfunctions; nor shall the client be relieved of completion for delays.
5. Safety: Dogwood Arboriculture LLC warrants that all arboricultural operations will follow the latest version of the ANSI Z133 industry safety standards. The client agrees to abstain from the work area during operations unless authorized permission has been granted.
6. Concealed Contingencies: Any additional work or equipment which has been necessitated by the client's failure to make known or caused by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in estimating the work specified, shall be paid for by the client on a time and material basis. Dogwood Arboriculture LLC is not responsible for damages to drain lines, invisible fences, underground sprinklers or cables, unless a copy is presented prior to work commencing.
7. Property: Dogwood Arboriculture, LLC shall not be liable for damages to landscaping, sidewalks, sod, turf, driveways, in the execution of its work or causes beyond reasonable control (i.e.: ruts left in yard from heavy equipment, limbs falling on flowerbeds, cracking of paved or concrete surfaces and/or sidewalk due to weight of trucks/equipment etc.).
8. Clean up: Clean up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.
9. Terms of Payment: Unless otherwise agreed upon, the client agrees to pay the sum in full within 7 business days of work completion. Failure to remit full payment on time will result in a finance charge of 1.5% per month. Checks, Money Orders, and Cashier's Check are all accepted. There will be a \$40.00 fee charged for all checks returned to our office for non-sufficient funds.

*Price quoted is for the work listed on the estimate. Any changes to the job may result in a change of price.*

*Payment is due the day the job is completed, if you are on site. If you are not present, payment is due within 7 days of completion. By signing this proposal you are agreeing to these payment terms and Dogwood Arboriculture's Terms and Conditions as outlined above*

Dogwood Arboriculture,

Signature: \_\_\_\_\_

Client,

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_