

Muskogee Tree Trimming And Removal
Terms Of Service

Rev 072519.1

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DEFINITIONS :

"MUSKOGEE TREE" shall mean *Muskogee Tree Trimming And Removal, a registered D.B.A. of Pait Services, LLC, it's Owners, Managers, Employees, and Subcontractors, past, present, and future.*

"WORK ORDER" shall mean *With the exception of the original quote proposal, all documents, contracts, agreements, and authorization forms associated with the work at hand and the description of agreed upon work detailed in the individual line-item services of the physical work order document or digital file.*

"CUSTOMER" shall mean *The Individual, Company, or Organization who is financially responsible for payment of the work order, their authorized agents, and those for whom the work is being done.*

"STUMP" shall mean *The base of the tree trunk, including only the roots that are visibly connected to said stump, radiating outwards from said stump until they enter into the ground or to a distance of 5 feet from the center of said stump, whichever happens first.*

"CONTRACTED OPERATIONS" shall mean *any and all work, equipment, human resources, and labor required of MUSKOGEE TREE to facilitate the completion of the WORK ORDER.*

PROVISIONS :

It is agreed by MUSKOGEE TREE and the CUSTOMER that the following provisions are made as part of this contract:

1 : Insurance

- 1.1 MUSKOGEE TREE warrants that it is insured for liability resulting from injury to person(s) or property. A Certificate of coverage is available upon request at <https://www.muskogeetree.com/insurance>

2 : Worker's Comp

- 2.1 MUSKOGEE TREE warrants that it will maintain Worker's Comp coverage on all necessary, non-exempt Employees and Subcontractors for the duration of CONTRACTED OPERATIONS. A copy of Worker's Comp coverage is available upon request at <https://www.muskogeetree.com/insurance>

3 : Cancellation Fee

- 3.1 Every signed quote effects and drives our future scheduling. When a quote is approved, and then subsequently canceled, it can cause significant difficulties in planning and could result in the need to re-arrange other jobs, even if the canceled job had not officially been scheduled yet. Because of this reason, for any full or partial work cancellation the CUSTOMER will be assessed and agrees to pay a fee of 10% of the quoted total of canceled services. This includes jobs canceled due to "no customer commitment" (see section 4.2).

4 : Deposits

- 4.1 When required, any deposit(s) paid on the WORK ORDER associated with this contract are non-refundable.
- 4.2 Deposits are due within 5 business days from the date of contract signing. The CUSTOMER agrees to assume ultimate responsibility for payment/delivery of any required deposit(s). If MUSKOGEE TREE is unable to collect the deposit(s) within 5 business days from the date of contract signing, MUSKOGEE TREE reserves the right to cancel the contract on the grounds of "no customer commitment". The CUSTOMER understands that they may be charged the standard cancellation fee (see section 3) if the job is canceled due to failure to remit the required deposit(s).

5 : Completion of Contract

- 5.1 MUSKOGEE TREE 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 shortages, mechanical delays, or any other cause beyond it's control; nor shall the customer be released from their obligations to this contract due to any such delays or circumstances resulting from them.

6 : Tree Ownership

- 6.1 The CUSTOMER warrants that all trees listed in the WORK ORDER are located on the customer's property, and, if not, that the CUSTOMER has received full permission from the owner of those trees to allow MUSKOGEE TREE to perform the specified work.
- 6.2 Should any tree be mistakenly identified as CUSTOMER owned property, the CUSTOMER agrees to defend and indemnify MUSKOGEE TREE for any damages or costs incurred as a result thereof.
- 6.3 MUSKOGEE TREE assumes that any removal of a tree not contained within the CUSTOMER's property has been authorized in writing by the actual owner of said tree, and the CUSTOMER agrees to accept full responsibility of any negative outcome involved with the unauthorized removal of said tree or trees, and furthermore agrees to defend MUSKOGEE TREE in any law suit, violation, or negative consequence as a result of said unauthorized removal.

7 : Uncontrollable Circumstances And Hidden Or Unobserved Defects

- 7.1 The CUSTOMER understands that MUSKOGEE TREE makes all tree inspections from ground level during the Initial Site Review and as such, we are not always able to see defects or signs of stress that may be obstructed by branches or otherwise hidden in the canopy, inside of the tree(s), or below ground level. MUSKOGEE TREE will do it's best to ascertain the general condition, health, and disposition of the tree(s) in question but may not be able to see all possible problems or circumstantial possibilities.
- 7.2 MUSKOGEE TREE agrees to perform the CONTRACTED OPERATIONS in such a manner as to give your pruned tree(s) the best chance for a long and healthy future, but due to the potential for hidden or unobserved defects MUSKOGEE TREE makes no warranty or claim of good health, either expressed or implied, on any tree(s) involved in CONTRACTED OPERATIONS, and the CUSTOMER agrees to defend, indemnify, and hold harmless MUSKOGEE TREE from any future damages caused by hidden or unobserved defects, wind, rain, ice, or other uncontrollable or unpredictable circumstances.

8 : Safety

- 8.1 MUSKOGEE TREE warrants that all CONTRACTED OPERATIONS will, to the best of our ability, follow the latest industry safety standards.
- 8.2 The CUSTOMER agrees to not enter the work area during CONTRACTED OPERATIONS unless authorized by the crew leader on-site.

9 : Stump Grinding

- 9.1 STUMP grinding is not included in the price of Tree Removal, and must be quoted as an additional line-item service.
- 9.2 If STUMP grinding has been quoted and is included in the WORK ORDER, the STUMP will either be ground to grade-level or to a minimum depth of 4 inches below grade (given acceptable circumstances). Neither above-ground or below-ground roots which are visibly separated from the STUMP by dirt or rocks will be ground unless also specified in the WORK ORDER.
- 9.3 Though typically quoted together with Tree Removal services, unless otherwise stated in the WORK ORDER, all STUMP grinding will be planned, scheduled, and invoiced as a separate job, to be completed on a later date. This allows us to maximize our use of the STUMP Grinding machine by grouping together multiple STUMPS from various properties on the same day.

10 : Concealed Hazards

- 10.1 Any additional labor or equipment required to complete the CONTRACTED OPERATIONS, caused by the CUSTOMER'S failure to make known or by previously unknown foreign material in the trunk, the branches, underground, or any other condition not apparent in quoting the work specified, shall be paid for by the CUSTOMER on a time and material basis at a rate of \$125 per hour.
- 10.2 MUSKOGEE TREE is not responsible for damages to underground sprinklers, drain lines, invisible fences, septic systems or cables unless the hazard(s) are adequately and accurately mapped by the CUSTOMER and presented to MUSKOGEE TREE at least 48 hours prior to service.
- 10.3 Any change in property accessibility or scope and duration of work caused by mapped or un-mapped Concealed Hazards will be grounds for possible modification of WORK ORDER total cost.
- 10.4 In the event that the WORK ORDER total cost is increased or decreased due to Concealed Hazards this contract is not nullified, limited, or diminished in any way, save for the possibility of a decreased total cost.

11 : Property Damage

- 11.1** MUSKOGEE TREE will attempt to minimize all disturbances by taking the utmost care entering, executing work, and exiting your property.
- 11.2** MUSKOGEE TREE is not responsible for damage done to lawns, driveways, or points of access by vehicles entering, working and exiting the property.
- 11.3** Lawn or Driveway repairs are not included in the WORK ORDER price, unless otherwise noted therein.
- 11.4** MUSKOGEE TREE will work carefully and diligently to minimize the chances for any kind of at-fault property damage during the course of contracted operations. However, In the unfortunate case of property damage, MUSKOGEE TREE will typically pay for small-cost damages such as broken fence slats, scraped siding, etc., out-of-pocket. The CUSTOMER understands and acknowledges that if damages occur, regardless of size or severity, MUSKOGEE TREE will do everything in it's power to correct, repair, replace or otherwise, if preferred, re-imburse the CUSTOMER at fair market value, as quickly and efficiently as possible. No property damage of any type, size, or severity will release MUSKOGEE TREE or the CUSTOMER from their obligations to this contract.
- 11.5** In the extremely rare cases of high-cost damages, payment for repairs / replacements may be covered via a claim on our Liability Insurance. The CUSTOMER understands that Insurance Claims can be lengthy processes, and that MUSKOGEE TREE will work directly with the customer, our Insurance Agent, Adjuster, and other contractors through every step of the process to make every effort to expedite the repair / replacement. However, the CUSTOMER understands and acknowledges that MUSKOGEE TREE makes no guarantees as to the timeliness of covered repairs / replacements and has no direct influence on those aspects of the process.
- 11.6** Should the need arise for an insurance claim, the CUSTOMER agrees to work with all involved parties to resolve the matter as quickly as possible, and the CUSTOMER agrees to release MUSKOGEE TREE from any and all liability concerning work provided by third party contractors hired by the CUSTOMER, MUSKOGEE TREE, or our Insurance Agency. MUSKOGEE TREE is not responsible for any damage, poor workmanship, faulty equipment, personell behavior, or any other negative results or effects of third party contractors. The CUSTOMER agrees that any such problems or complaints will be directed to said third party contractors alone and that the CUSTOMER will defend and indemnify MUSKOGEE TREE for any such negative results or effects.

12 : Clean-up

- 12.1** Clean-up shall include removing wood, brush, clippings, and raking of debris directly related to CONTRACTED OPERATIONS only, unless specified in the WORK ORDER.
- 12.2** MUSKOGEE TREE is not responsible for cleaning or disposing of preexisting leaves, twigs, clippings, or other tree debris that was in the work area prior to MUSKOGEE TREE'S arrival on-site or that are not directly caused by CONTRACTED OPERATIONS, including any debris that has fallen from Trees that are involved in CONTRACTED OPERATIONS, provided that this debris fell and accumulated prior to the beginning of CONTRACTED OPERATIONS.
- 12.3** The CUSTOMER understands that debris such as saw dust and extremely small leaves / leaf pieces, twigs, etc. can not possibly be cleaned / removed perfectly and it is understood that some of this very small debris will likely be left behind on the job-site.

13 : Terms Of Payment

- 13.1** Payment for services rendered is due upon receipt of Invoice(s) or completion of CONTRACTED OPERATIONS, whichever is accomplished first. Unless otherwise specified in the WORK ORDER, the CUSTOMER agrees to make payment in full on any remaining balance(s) within these terms.
- 13.2** If the CUSTOMER will be unable to remit payment in full within these terms the CUSTOMER agrees to contact MUSKOGEE TREE at least 48 hours prior to the start of CONTRACTED OPERATIONS to arrange an alternate method or terms of payment.
- 13.3** MUSKOGEE TREE is not obligated to allow or arrange any alternate method or terms of payment. Failure to remit full payment within these terms or any alternate specified terms will result in finance charges until the balance is paid in full. (See Section 16.1).

14 : Credit Card Payments

14.1 Due to the special processing required, if the CUSTOMER chooses to pay any invoice(s) with a Credit Card, Debit Card, or Bank Card, MUSKOGEE TREE requests at least 48 hours notice prior to scheduled start of CONTRACTED OPERATIONS, furthermore, due to the typically high dollar amount of Credit Card transactions, a 3% fee will be added to the invoice to cover the costs of processing.

15 : Returned Check Fee

15.1 There will be a \$25.00 fee charged for all checks returned to our office for non-sufficient funds.

16 : Delinquent Account Fee

16.1 As a small business, in order to continue providing our services prompt payment of invoices is of the utmost importance. MUSKOGEE TREE reserves the right to charge a fee for delinquent accounts. If charged, this fee will be assessed beginning on the 7th day that the account is in arrears. The fee will be 10% of the total delinquent amount. For each subsequent 3 days that a balance remains owed on the account, an additional 5% of the unpaid balance will be charged.

17 : Advertising

17.1 The CUSTOMER agrees to allow MUSKOGEE TREE to place and leave reasonable signs, banners, fliers, or other types of promotional material on their property while working, and for a reasonable period after CONTRACTED OPERATIONS are completed.

17.2 The CUSTOMER also agrees to make their best effort to ensure the promotional material left on their property is visible to average traffic, unmolested, and undamaged.

18 : Print And Digital Media:

18.1 The CUSTOMER agrees to allow MUSKOGEE TREE to take photographs and video footage of any portion(s) of the property associated with the WORK ORDER for company training, job planning and advertising / promotional purposes.

18.2 Furthermore, the CUSTOMER acknowledges and understands that MUSKOGEE TREE may print and distribute or post and / or stream said digital media online in the location of our choosing, in the form of promotional images, company training and planning materials, advertising, or informational content.

18.3 MUSKOGEE TREE agrees to make it's best effort to insure that the customer's due privacy is maintained in regards to the choice and presentation of any media posted online.

18.4 The CUSTOMER agrees to defend, indemnify, and hold harmless MUSKOGEE TREE from any claims, damages, or undesirable circumstances related to said print and digital media.

18.5 In the event that The CUSTOMER wishes to have said print and digital media removed from publicly accessible locations the CUSTOMER agrees to request in writing that said media be removed. If requested in writing, MUSKOGEE TREE agrees, within reason, to make it's best effort to remove the media in question.

19 : Privacy:

19.1 MUSKOGEE TREE takes the privacy of our CUSTOMERS seriously. We do not share your personal contact information with third parties unless where required by law. All contact information given to MUSKOGEE TREE by any CUSTOMER or potential customer will only be used internally by MUSKOGEE TREE in our standard course of business.

20 : Email Marketing And Newsletters:

20.1 The CUSTOMER agrees to allow MUSKOGEE TREE to send periodic emails for the purposes of marketing, announcements, and general communication. The CUSTOMER can, at any time, opt-out of our Email List by contacting MUSKOGEE TREE or by visiting the subscription control web-page link included at the bottom of all Marketing and Newsletter Emails.

SIGNATURES :

By signing below or by signing or accepting a quote / estimate verbally or via digital communications, the CUSTOMER agrees to all terms and conditions detailed in this contract as well as the quoted cost of services provided.

CUSTOMER's Printed Name	Work Order Number
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CUSTOMER's Signature	Date
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MUSKOGEE TREE	Date
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