

### **Stabile Arbor, LLC Terms and Conditions:**

It is agreed by and between Stabile Arbor, LLC and the authorizing party (customer and/or customer's agent) that the following provisions, along with the information on the proposal, constitutes an agreement:

**Insurance by Contractor:** Stabile Arbor, 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.

**Cancellation:** The authorizing party shall provide at least 3 days advance notice of any full or partial work cancellation.

**Completion of Contract:** Stabile Arbor, 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 authorizing party be relieved of completion for delays.

**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 Stabile Arbor, LLC to perform the specified work. A neighbor's permission request letter can be found online at: <https://www.stabilearbor.com>. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Stabile Arbor, LLC for any damages or costs incurred from the result thereof.

**Stump removal:** Unless specified in the proposal, stump removal is not included in the quote. Grindings from stump removal are not hauled away, and surface/subsurface roots beyond the stump are not ground out, unless specified in this proposal.

**Access to Work:** The authorizing party shall provide access to work areas for Stabile Arbor, LLC employees and vehicles, and also agree to keep driveways clear and available for movement and parking of equipment if required.

**Safety:** Stabile Arbor, LLC warrants that all arboricultural operations will follow the latest version of the industry safety standards. The authorizing party agrees to not enter the work area during arboricultural operations.

**Wood Status:** If wood is to be left, it will be in miscellaneous lengths, unsplit and piled onsite (in no particular order or area, and possibly in several piles) unless otherwise specified and agreed upon.

Concealed Utility Lines: Stabile Arbor, LLC is not responsible for damages to underground sprinklers, drain lines, invisible fences, underground cables, etc. 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. All utilities, etc. must be marked prior to stump removal.

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 material 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.

Lawn Repair: Stabile Arbor, 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.

Terms of Payment: Unless otherwise noted in this proposal, payment is due upon completion of the job. Cash, check, or debit/credit cards are accepted.

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