



## TERMS AND CONDITIONS

2023

By approving a quote from Turnagain Tree Care, you indicate that you have read this entire form and agree to have Turnagain Tree Care perform the work described. You agree to all terms and conditions of this agreement. The information contained herein represents the entire agreement between you and Turnagain Tree Care. No verbal agreements between you and Turnagain Tree Care or its agents and representatives, prior versions of this agreement, or any other communications are part of this agreement. Only the work described in this agreement will be performed and only in the manner described in this agreement.

**TIMING.** Your acceptance of this agreement indicates you are ready to have the work performed now and do not need prior notice to crew arrival. Crews may arrive unannounced to perform the work. You may be charged up to \$250.00 if a crew arrives but cannot perform the work due to circumstances under your control, such as physical barriers, you or your agent sending the crew away, etc. We respectfully request that you inform us in advance if there are factors you are aware of that may prevent us from performing the work at our convenience, such as physical barriers (e.g., locked fences), dogs in your backyard, etc. If you prefer or require advanced notification, these arrangements can be made and noted on the proposal. Service depends on many factors, including but not limited to weather conditions such as rain, wind, and temperature. To make our operations efficient, Turnagain Tree Care schedules jobs the day they are performed according to weather conditions and other factors.

Turnagain Tree Care requests that the authorizing party provide at least 24 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$250.00 for incurred expenses. Cancellation fees may apply to any notice less than 24-hour notice.

**MATERIALS.** Brush and wood resulting from the work in the agreement will be removed as noted in the approved quote. If remaining on the property, these materials may be spread in a natural area or left close to where the tree(s) stood. Materials left behind will not obstruct access to the property.

**STUMPS.** Unless otherwise noted, flushed stumps will be just above the root crown. The mixture of wood, soil and air resulting from the stump grinding process will be raked over the site of the former stump and not hauled away, resulting in a mound that will not be level with the ground. Stumps will be ground below grade of surrounding soil. Unless otherwise agreed to in the Quote or a Change Order, the following are not part of the Contract unless an amount or a rate is specifically listed: a) Stump removal; b) Removal of stump grindings; and c) Surface and subsurface roots.

**LAWN & PROPERTY.** Lawn damage and/or ruts may occur during tree work. Unless otherwise noted, you agree that Turnagain Tree Care is not responsible for repairing any lawn damage or ruts. Surface marks may occur when brush is removed. Such surface marks do not constitute damage to property, including but not limited to fences, gates, gate posts and/or exterior surfaces. Turnagain Tree Care is not responsible to repair or replace surface marks caused in the normal course of service. Upon completion of the work, Turnagain Tree Care shall remove all brush and debris from the work zone, and rake and use an air blower to clean the work site. Excess sawdust that cannot be raked will not be removed.

Turnagain Tree Care will attempt to minimize disturbances to the customer's lawn and surfaces. However, Turnagain Tree Care shall not be liable for damages to landscaping, sod, plant material in the execution of its work or causes beyond their control. Examples include but are not limited to: Ruts in yard due to wet conditions, limbs falling on flower beds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment.



Any additional work, work time, or equipment needs required to complete the Contract, caused by any reason, including the Customer's failure complete its responsibilities herein, or caused by unforeseen conditions or conditions outside or beyond Turnagain Tree Care's control, will be the responsibility of Customer and shall be paid for by the Customer on a time and material basis at Turnagain Tree Care's customary rates or as required by any subcontractor of Turnagain Tree Care. These conditions may include, but are not limited to: insects, animals, harmful plants/fungi/organisms, access issues, additional work needed to access the work area or within the work area due to changes, foreign material in trees and stumps, and changed conditions within the work area (i.e., chicken coops or landscape changes) after the date of the Quote or Change Orders.

Customer warrants that all trees/stumps listed or referred to in the Proposal, in any communication by Customer, and any Change Order are either a) Located on the Customer's property; and/or b). Customer has received full written permission from the owner to enter into this Contract. Should any tree/stump be mistakenly identified as to ownership, the Customer agrees to indemnify Turnagain Tree Care for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein. Customer acknowledges that removal of materials from the property's airspace from trees originating on another property has been communicated to that owner prior to quote approval.

In the event of damage to physical property, other than as described in this agreement, you agree to grant In the event of a discrepancy or complaint regarding the work of this agreement, if you refuse to allow Turnagain Tree Care to return to the property to correct any unsatisfactory work, repair any damage, or complete any incomplete work orders, you agree that all fees of this agreement are due and payable, and no discount will be accepted.

Customer agrees not to enter the work area during the performance of the work unless authorized by the crew leader on-site. Customers further agree to keep the work area free and clear from all employees, family members, children and pets. Turnagain Tree Care is not responsible for pets getting out of any enclosure.

Customers shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting, wind chimes, flags, hammocks, tree swings, and any other items of value from the work area prior to commencement of the work. If you cannot move some of these items in advance, require our help or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them.

Property must be free of all animal waste when the crew arrives as they will be running ropes and rigging gear on the ground and when those items are contaminated it can cause delays, safety issues, and in extreme cases even cancellations of work. When necessary Turnagain Tree Care will refuse the cleanup portion of the project and amend the price if appropriate. A cleaning surcharge of \$250 will be applied as needed.

**CHANGE ORDERS.** Changes to this agreement requested by you or your agent after crew arrival to your property are subject to approval by the office or Arborist, may require additional charges, and must be made in writing and documented within the Jobber Application Turnagain Tree Care uses for its services. Reductions to the invoice due to canceling part of the work on this agreement are at the discretion of Turnagain Tree Care and may result in forfeiture of any discounts applied.



## TERMS AND CONDITIONS

2023

Any discrepancies in the work of this agreement or complaints related to the work must be reported, in writing, to Turnagain Tree Care within 24 hours of the work being performed. Failure to do so is your confirmation that the work was completed to your satisfaction. In the event of a discrepancy or complaint regarding the work of this agreement, if you refuse to allow Turnagain Tree Care to return to the property to correct any unsatisfactory work, repair any damage, or complete any incomplete work orders, you agree that all fees of this agreement are due and payable, and no discount will be accepted.

**PAYMENTS.** Payment in full is expected immediately upon completion of work and receipt of your final invoice. Interest of 2% per month will be charged to your invoice every 30 days after your invoice is due unless prior payment arrangements have been made in writing. Coupons and discounts will only be honored or accepted on balances paid by the due date. Without exception, late payment will result in a forfeiture of all coupons and/or discounts offered. You agree to pay all collection costs and additional sums incurred by Turnagain Tree Care if your invoice is more than 30 days past due, including but not limited to collection service fees, court costs, attorney's fees, and/or credit agency reporting fees.

**UTILITIES & PERMITS.** You are responsible for ensuring that any underground utility line or equipment are properly identified and marked prior to any digging conducted by Turnagain Tree Care. These items may include, but are not limited to, invisible fencing, irrigation, landscape lighting or any other underground wiring or underground pipes or services. Unless we have been contracted to do so, or it was agreed upon as part of the scope of a project, we will not be responsible for obtaining permits.

Locates will not be called for your stump grind. If there are lines buried such as electrical done by the homeowner, water features, invisible pet fences or other lines not related to the companies contacted, please inform us. We are not responsible for buried lines we cannot see.

**INSURANCE.** Turnagain Tree Care is fully insured with general liability and all employees are covered by workers compensation. Proof of insurance can be verified by requesting a Certificate of Insurance.

**INDEMNITY.** Once the work subject to this contract has been completed by Turnagain Tree Care, customer/owner agrees to indemnify and hold harmless Turnagain Tree Care, its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set forth above. In no event shall Turnagain Tree Care be liable to customer/owner for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Turnagain Tree Care. The parties herein further agree that in no instance can the customer/owner seek damages in excess of Turnagain Tree Care applicable policy liability. Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety and aesthetic, health or condition is expressed or implied.

**MEDIA RELEASE.** Turnagain Tree Care may take pictures and record video and/or sound to be used for training and promotional purposes. The authorizing party grants Turnagain Tree Care the right to use, publish, and reproduce pictures, video, and sound recordings in any and all media formats for any and all purposes. In addition, the authorizing party waives the right to receive any payment from Turnagain Tree Care for use of this media.