

Carroll Tree Service, Inc.

ATTACHMENT A - TERMS AND CONDITIONS

The following terms and conditions are a part of work to be performed by Carroll Tree Service, Inc. and with the information included in the PROPOSAL, constitute the entire agreement:

PERFORMANCE: Carroll Tree Service, Inc. shall attempt to meet all performance dates, but shall not be liable for damages due to delays for inclement weather or other causes beyond its control. Projected schedule dates for start/completion of work are not guaranteed. The authorizing party shall not be relieved of his/her responsibility because of delays. Unless otherwise indicated in the PROPOSAL, small projects that constitute less than a full day of work, will be scheduled at the discretion of Carroll Tree Service, Inc. personnel to coincide with nearby projects.

WORKMANSHIP: All work will be performed in accordance with ANSI A300 industry standards for tree care, unless noted otherwise. All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly. Unless otherwise indicated in the PROPOSAL, Carroll Tree Service, Inc. will remove all wood, brush and debris incidental to the work.

INSURANCE: Carroll Tree Service, Inc. is insured for liability resulting from injury to persons or property, and all its employees are covered by Workers' Compensation Insurance.

OWNERSHIP: Authorizing party warrants that all trees, plant material and property upon which work is to be performed are either owned by the customer or that permission for the work has been obtained from the owner. Authorizing party agrees to indemnify, and hold harmless, Carroll Tree Service, Inc. from all claims for damages or costs resulting from the authorizing party's failure to obtain such permission.

PERMITS: Authorizing party shall obtain and pay for all required permits.

PROPERTY LINES – RESTRICTIONS: Authorizing party shall indicate to Carroll Tree Service, Inc. the corners of the property as appropriate and shall assume all responsibility for accuracy of markers. Authorizing party shall give a copy to Carroll Tree Service, Inc. of any restrictions, assessments, or rights of way prior to commencement. Authorizing party warrants that all trees listed in the PROPOSAL are located on the customer's property. Should any tree be mistakenly identified as to property rights, the authorizing party agrees to indemnify, and hold harmless, Carroll Tree Service, Inc. for any damages or costs incurred from the result thereof.

ACCESS TO WORK: Authorizing party shall provide free access to work areas for Carroll Tree Service, Inc. employees and vehicles and agrees to keep driveways and parking areas clear and available for movement and parking of required trucks and equipment during normal work hours. Carroll Tree Service, Inc. employees shall not be expected to keep gates closed for animals or children.

CONCEALED CONTINGENCIES: Authorizing party agrees to pay Carroll Tree Service, Inc. on a time and material basis for any additional work required to complete the job occasioned by concrete, or other foreign, or stinging insect nests in the trees or branches, rock, pipe or electrical lines encountered in excavations and not described in the PROPOSAL, or other conditions not apparent in estimating the work specified. Carroll Tree Service, Inc. will not be held liable for damage to underground components not marked by Miss Utility (irrigation, private lighting, invisible fencing, etc.), unless the system(s) are adequately and accurately mapped by the Authorizing party and a copy is presented prior to the commencement of work.

STUMPS: Stump removal is not included in the agreement unless specifically provided for in the PROPOSAL. Stump grindings are not hauled unless specified in the PROPOSAL. Top soil and seed are not provided unless specified in the PROPOSAL. Surface and subsurface roots beyond the stump are not removed unless specified in the PROPOSAL.

EQUIPMENT: Authorizing party is responsible for marking irrigation parts, drainage pipes, well caps, septic tanks and other known underground voids and private utilities that may be compromised by equipment. Carroll Tree Service, Inc. will take reasonable measures to limit potential damage to sidewalks, driveways, underground pipes, etc. that may occur as a result of moving equipment about the property, or from downward pressure associated with crane outriggers. However, should such damage occur, Carroll Tree Service, Inc. will not be held liable.

CHEMICAL APPLICATIONS: Carroll Tree Service, Inc. will be responsible for the proper application of any material formulation that is commonly used in the business to control a specific problem involving trees, shrubs, and/or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from such application. The parties agree that in no instance may a customer seek damage in excess of the contract price.

CONTINUING HAZARD: Trees are biological organisms that are subject to numerous variables that affect structural integrity. They sometimes possess unknowable internal structural defects that can lead to unpredictable structural failure. As such, they constitute a continuing hazard to persons and property in their vicinity. Unless specifically assigned and agreed upon in writing, Carroll Tree Service, Inc. does not completely inspect every portion of any tree for structural integrity. As such, Carroll Tree Service, Inc. does not warrant or guarantee, in any way, the ongoing structural integrity of any tree, or tree part, that it has performed services on or about.

TERMS OF PAYMENT: Unless otherwise agreed upon in writing, all accounts are net payable within 30 days of invoice date. After 30 days, failure to remit full payment will result in a finance charge of 1.5% per month (18% per annum) on the unpaid balance. If outside assistance is used to collect the account, the Authorizing party is responsible for all costs associated with collection including, but not limited to, attorney fees and court costs. There will be a \$25 fee charged for all checks returned to our office for insufficient funds.