TERMS AND CONDITIONS



Upon acceptance of the estimate prepared by Storm Tree Services, Inc. and authorization to complete the proposed services, the following terms and conditions will govern the relationship between the Customer ("You"), and Storm Tree Services, Inc ("STS").

Customer Satisfaction

Your satisfaction is our #1 goal. To ensure you are 100% satisfied, please contact us at any time with any questions or concerns you may have.

DESCRIPTION OF SERVICES

Services identified in the estimate may include but are not limited to the following which may collectively be referred to as "Contracted Services":

Tree Removal

Complete removal of tree within 6" of ground level and clean-up of all related debris, such as brush, logs, twigs, etc., unless otherwise specified.

Stump Grinding

Grinding of stump below grade and back filling resulting chips/grindings into hole, unless otherwise specified. Grinding of surface roots may require additional cost.

Site Restoration

Removal of stump grindings, filling the new depression with pulverized topsoil, and seeding the area.

Lawn & Surface Repair:

STS will attempt to minimize all disturbances to your lawn and surfaces. Falling wood may cause dents in the yard, especially during tree removal and in wet conditions. It is also normal to have temporary damage to turf grasses due to the nature of the contracted services being performed. If this is unsatisfactory to you, we can take measures to ensure this damage will not occur. This will add labor costs to the job and must be specified in the estimate or it will be billed in addition. If there is any root damage to turf or perennial beds or any ruts are made in the lawn from our equipment, we will repair damage to the customers satisfaction.

Firewood

Normally cut into 18" lengths. The wood will be left as it lies and will not be stacked or split.

Pruning

All pruning works will be performed in accordance with industry standards, placing safety and plant health as a priority.

Tree Planting

Planting of customer-selected tree in accordance with Industry standards under supervision of an ISA Certified Arborist.

SCHEDULING

STS will use its best effort to provide you with at least 24-hours advanced notice of your scheduled appointment. Your scheduled appointment is subject to cancellation due to weather conditions or other unforeseen circumstances. If cancellation is necessary, STS will contact you the morning of your scheduled appointment. STS will not be

responsible for delays in the performance of contracted services when those delays are due to weather or other unforeseen circumstances outside of its control.

CONTRACT CANCELLATION

STS reserves the right to cancel an agreement for contracted services at any time before the work is fully completed. If STS does elect to cancel an agreement for contracted services, STS will issue a bill for the portion of the services that were performed, and you will be responsible for payment under the standard Billing/Payment provisions included in these terms and conditions.

YOUR RESPONSIBILITIES

Permits

Upon written request STS will work with you to determine what permits may be necessary based on the work described in the estimate. If applicable, you are responsible for obtaining any necessary and applicable permits prior to your scheduled appointment. STS will not be responsible for any permit fees or resulting fines.

Access to the Work Area

The price quoted in the estimate is based on our truck-mounted equipment having access to the area where the contracted services will be performed. If you provide an adequately and accurately detailed map and on-site location of the sprinklers and sprinkler heads; drain lines; invisible fences; underground cables/wires; and any known hazards (including insects, pests, and pets) in the area where the tree work will be performed, STS will take reasonable efforts to avoid causing damage In those areas. However, STS is not responsible for any damage caused to your property while gaining access to tree work.

Prior to STS's arrival on the scheduled work date, you must 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.

Site Safety

Stay indoors, or, a safe distance away from the work (a distance no less than 3X the height of the tree being worked on) and 150 feet away from all tree service trucks and equipment. Keep children away from work areas at all times. Do not enter the work zone at <u>ANY</u> time for <u>ANY</u> reason. Do not approach members of our team at any time.Do not cross caution tape lines or enter into coned off areas. Should you choose not to adhere to our site safety policies STS reserves the right to stop all work or leave the job site for the day and assess a fee. Work will commence once a safe work site has been achieved and scheduling allows.

Ownership of the Trees and Property

You represent that the contracted services are being performed on trees belonging to you and located solely on your land. STS will rely on your representation of ownership and property boundaries and will not be responsible for any misidentifications. Upon questionable ownership of tree and/or property, or the need for second party's property to be accessed or interruption of electrical services, you must provide written permission from all affected parties to STS on or before your scheduled appointment.

Cancellation of Scheduled Appointment

Should you need to cancel or change your scheduled appointment, you must inform us no later than 24 hours prior to the scheduled appointment or a cancellation fee of up to 20% of the contract amount may be assessed.

FEES

STS will make its best efforts to adhere to the cost estimate provided for the contracted services. STS may assess

an additional fee for any extra work, work time, or equipment needs required to complete the contracted services, which may be caused by any reason, including your failure to fulfill your responsibilities set forth herein, or caused by unforeseen conditions or conditions outside or beyond STS's control.

STS reserves the right to charge you a minimum fee of up to 20% of the contracted amount which will be assessed for any appointment where STS arrives at your property and determines that it cannot undertake the contracted services due to environmental factors within your control but outside of its control ,ie, parked cars, locked gates, running lawn sprinklers, blocked drive, or inhibited access to job site or work area of any sort.

BILLING/PAYMENT

Your balance is due in full at the time the contracted services are completed. A 2% finance charge per month will be assessed on overdue accounts. STS shall have the right to pursue any action it deems reasonable and necessary to recover any fees and costs due from you, including any additional attorneys' fees and costs incurred by STS in pursuing any balance due.

DISCLAIMER

This proposal outlines only visual inspection of accessible components for the purpose of evaluation of health and shall not be considered tree risk evaluation. Risk evaluations involve more extensive inspection and are conducted as a separate work item at an additional charge.

INSURANCE

Certificates of insurance can be provided upon request. Any request should be made in advance of your scheduled appointment. Proof of insurance can be found any time on our website under client resources page.

(https://www.stormtreeservices.com/client-resources)