



Mister Tree
P.O. Box 17429
Memphis, TN 38187
901-300-3938
www.mistertree.com

TERMS AND CONDITIONS

Terms and Conditions: It is agreed by and between Contractor and the Customer that the following provisions are made as part of this contract:

Terms of Payment: The Customer agrees to pay the full contract price upon completion of work. If interest free 12 month financing is desired, completed ACH paperwork must be received and approved by Mister Tree by the time tree work is started to avoid a \$300 processing fee. Failure to remit payment upon completion of work will result in a 5% late fee. In the event any part of the debt evidenced herein is required to be collected by or through an attorney at law, in addition to the authorized expenditures indicated herein, the Customer shall pay reasonable attorney's fees, costs of collection and other litigation expenses. Reasonable attorney's fees are defined as 35% of the unpaid balance. Outstanding balances will be charged 1.5% interest monthly. We offer payment options including ACH, check and credit/debit cards. Processing fees for cards are the customer's responsibility and will be applied at the time of payment.

Property Lines and Underground Obstructions: Contractor is not responsible for location of property lines or underground obstructions not located by the customer. Customer agrees to indemnify contractor for and damage to or caused by underground obstructions not identified. With regards to property lines, Customer expressly agrees to defend and hold harmless Contractor for any claims arising from dispute over property lines. Contractor shall not be held responsible for damage to unmarked buried utilities during tree work on your property. This also includes mosquito spray systems, irrigation systems, outdoor lighting, drainage systems or any other utilities. Customer expressly agrees to indemnify Contractor for any damage caused by unmarked buried utilities during tree work, including all costs and attorney's fees related to any claims for damage to unburied utilities.

Returned Check Fee: There will be a \$35.00 fee assessed for all checks returned to our office for non-sufficient funds.

Insurance by Contractor: Contractor is to provide Auto, General Liability & Workman's Comp Insurance. Contractor 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. Certificates of coverage are available upon request.

Completion of Contract: Contractor agrees to do its best to meet any agreed upon performance dates but shall not be liable in damages or otherwise due to weather conditions, labor, equipment, or any other cause beyond its control. Any changes in original contract or changes in price shall be in written agreement between Customer and Contractor.

Tree Ownership: The Customer warrants that all trees listed are located on the Customer's property, and, if not, that the Customer has received full permission from the owner to allow Contractor to perform the specified work. Should any tree be mistakenly identified as to ownership, the Customer agrees to indemnify Contractor for any damages or costs incurred from the result thereof included, but not limited to, attorney fees.

Stump Removal: Unless specified in the proposal, stump removal is **not** included in the price quoted. Removal of excess grindings (left slightly above grade to allow for settling) from stump removal are included. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

Driveway Damage: Mister Tree Service will do its professional best to minimize any damages and avoid driveways, walks and curbs in your yard. This will include but is not limited to the usage of plywood and or rubber pads to reduce ground pressure. Some projects must be performed with equipment staged on these types of surfaces and Mister Tree Service cannot accept responsibly for any damages.

HOA By-Laws and Covenants: If applicable, Customer warrants and represents that all work to be completed by Contractor complies with and by-laws and/or covenants governing the property or that approval from the appropriate governing body has been obtained for any variances to said by-laws or covenants. Customer hereby holds Contractor harmless and shall indemnify Contractor for any damages resulting from any action by the governing Homeowners Association against Contractor.

Additional Work: Any additional work or equipment required to complete the work, caused by the Customer'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.

Warranty: Mister Tree will provide the highest level of professional tree assessments and care, but in no way warranties a tree's future health. Mister Tree is not responsible for damages caused by acts of God or underlying health issues that may cause a tree or limbs to fall, unrelated to the work performed.

THANK YOU for choosing Mister Tree