



Terms and Conditions

It is agreed by and between Chippers Inc. and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

Insurance by Contractor: Chippers Inc. 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.

Cancellation Fee: Chippers Inc. kindly requests that the authorizing party provide at least 24 hours advance notice of any full or partial work cancellation. If a crew has been dispatched to the job site, the authorizing party will be assessed a mobilization fee of \$200.00 for incurred expenses.

Completion of Contract: Chippers Inc. 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. All work operations will be performed according to ANSI A300 Tree Care Standards (found at www.chippersinc.com or by contacting your Chippers Inc. consultant).

Tree Ownership: The authorizing party warrants that all trees listed in this proposal are located on the client's property, and, if not, that the authorizing party has received full permission from the owner to allow Chippers Inc. to perform the specified work. Should any tree be mistakenly identified as to ownership, the authorizing party agrees to indemnify Chippers Inc. for any damages or costs incurred from the result thereof.

Safety: Chippers Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.1 Industry Safety Standards. The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader on-site.

Stump Removal: Unless specified in this proposal, stump grinding is not included in the price quoted. Grindings from stump removal are not hauled away unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

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 materials basis. Chippers Inc. is not responsible for damages to underground sprinklers drain lines, invisible fences or underground cables 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.

Clean Up: Clean up shall include removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal.

Lawn Repair: Chippers Inc. 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 on this form, the authorizing party agrees to pay the account in full within 30 days of work completion. Failure to remit full payment within the payment term will result in a finance charge of 1.50% per month. Balances for services rendered remaining unpaid after 90 days will be considered in default and authorizing party is liable for the balance due, finance charges, and collections and/or legal fees. These terms remain valid for the duration of the relationship between the authorizing party and Chippers Inc.

Lien: Chippers Inc. shall have a lien on client's real property to secure payment of work performed by Chippers Inc. pursuant to terms and conditions of this contract. Said lien shall, in all respects, be treated as a "mechanic's lien" as provided by Title 9 V.S.A. & 1921 et. Seq.

Returned Check Fee: There will be a \$50.00 fee charged for all checks returned to our office for non-sufficient funds.

Valid Term: This proposal is valid for ninety (90) days from the date written.

