



RD Tree Removal

Terms & Conditions Agreement

This Agreement states the terms and conditions that govern the contractual agreement between RD Tree Removal having its principal place of business in Warren County, Mo 63357 and the authorizing party (customer and/or customer's agent).

Insurance by contractor:

RD Tree Removal warrants that it is insured for liability resulting from injury to person(s) or property and that all employees are covered by Worker's Compensation as required by law.

Scheduling/ Cancellation:

RD Tree Removal will arrive on scheduled performance date. Schedules are contingent upon weather, accidents, and other delays beyond our control, and shall not be liable for damages due to those delays. RD Tree Removal 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 \$100.00 for incurred expenses. Cancellation fees may apply to any notice less than 24 hour notice.

Workmanship/Performance:

Work crews shall arrive at the job site unannounced unless otherwise noted herein. RD Tree Removal shall attempt to meet all performance dates, but shall not be liable for damages due to delays from inclement weather or other causes beyond our control. 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 herein, RD Tree Removal will remove wood, brush and debris incidental to the work.

Stump Removal:

Process of utilizing a commercial stump grinder to remove stump to depth of 6-8" Inches below ground unless otherwise stated in the proposal. Unless specified in the proposal, stump removal is not included in the price quoted. Grindings from stump removal are not hauled unless specified in this proposal. Surface and subsurface roots beyond the stump are not removed unless specified in this proposal.

Additional Work:

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 material basis.

Unmarked Utilities:

RD Tree Removal 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.

Lawn & Surfaces Damage/Repair:

RD Tree Removal will attempt to minimize all disturbances to the customer's lawn and surfaces. However RD Tree Removal must utilize vehicles & equipment to perform tree care services. RD Tree Removal shall not be liable for damages to landscaping, sod, plant material in the execution of its work or causes beyond their control (Examples: Ruts in yard due to wet conditions, limbs falling on flowerbeds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.).

Ownership:

The customer warrants that all trees, plant material and property upon which work is to be performed are either owned by him/her or that permission for the work has been obtained from the owner. RD Tree Removal is to be held harmless from all claims for damages resulting from the customer's failure to obtain such permission.

Terms of Payment:

All accounts are net payable upon receipt of invoice. A service charge of 1.5% will be added to accounts not fully paid 10 days subsequent to the invoice date. Payments not received within 30 days will assess a \$50 late fee and may be turned over to collections.

If outside assistance is used to collect the account, the customer is responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

Types of Payment:

Cash, Checks, Money Orders or Cashier's Check

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

No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

Applicable Law

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Missouri and subject to the exclusive jurisdiction of the federal and state courts located in Warren County, Missouri.

IN WITNESS WHEREOF, each of the Parties has executed this Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

RD Tree Removal

Robert

First name

Cuccio

Last name

Owner/Operator

Title

Client

First name

Last name

Title

Street Address:

City:

State: MOZip:

Phone:

Email:

Estimate#

Estimate Amount

Job description:

Start date,

Completion date,

Signature_____

Date _____