

# TERMS AND CONDITIONS

The following terms and conditions are a part of the confirmation of work to be performed by Apex Tree and Landscape and along with the information contained on the front of this document constitute the whole agreement contract.

## Types of Pruning/Description of ISA and ANSI Standards:

**Crown Cleaning-** Removal of detached, broken, dead and diseased branches especially those more than 1.5 inches in diameter.

**Crown Reduction or Reduction Pruning-**This type of pruning is used to reduce the size of a tree by decreasing the length of one or many stems and branches.

**Crown Thinning-** Thinning a crown is done to allow for air flow through the tree branches to reduce risks of breaking branches and/or blow overs of the whole tree. It also allows for sunlight penetration into the interior of the tree as well as the grass below. This is accomplished by selectively and evenly removing only certain branches or limbs to achieve the goal. Thinning should result in an even distribution of branches along individual limbs, not a grouping towards the ends/tips. Removing too many of the interior branches strips the tree of vital branches it needs to be healthy. This is an improper pruning practice known as "Lion-Tailing". Improper pruning this way also stimulates growth in the tips of the limbs and the roots pushing growth outward, so that the tree ends up tall, wide and spindly. Stimulating root growth can cause structural damage to your property. Appropriately thinned trees may not look as if they were pruned as the goal is to maintain natural growth pattern of the tree.

**Structural Pruning-** Structural pruning is typically done to young trees to correct genetic imperfections and train them to grow more structurally sound. Ideally, on most hardwood trees there is one dominant leader, proper structural pruning is done early on to achieve this. If a tree has a co-dominant base, especially if it has an inclusion, the tree will become hazardous and prone to failure/splitting the larger the tree gets. Some older trees can be structurally pruned as well and it will help reduce risk of failure.

**Crown Raising/Elevation-**Raising or elevating the crown is done by removing lower branches and/or limbs. This is typically done to allow for access under the tree for lawn care and/or to create a better visual appearance of the overall shape of the tree. This can also include Vista pruning which is done with the goal of increasing visibility to or from a building or scenic space.

**Workmanship-**All work shall be performed in a professional manner by experienced personnel with appropriate tools and equipment to complete the job properly, safely and efficiently with the least impact on your lawn/property.

**Driveway/Sidewalk damage:** Apex Tree and Landscape makes all attempts to prevent damage to driveways and sidewalks, however, due to the size and weight of our trucks and other equipment we cannot guarantee damage will not occur and you agree to hold Apex harmless for any damage that may occur. Damage rarely happens and is very dependent on the construction and age of your driveway/sidewalk. If you prefer for us to avoid your driveway/sidewalks, please let us know and we will revise the estimate to include cost for manual removal.

**Lawn/Irrigation/Septic/Drainfields:** Apex Tree and Landscape will make reasonable attempts to avoid damage to irrigation and lawns. However, due to the nature of our business and the weight of the wood and equipment, damage cannot always be avoided you agree to hold us harmless should it occur. We will not be responsible for damage to septic, drainfields and wells not visible or not specified in contract.

**Insurance:** Apex Tree and Landscape is insured for 2 million in liability insurance for other property damage besides sidewalks, driveways, lawns and irrigation.

**Ownership:** The customer warrants that all trees, plant material and property upon which work is to be performed is owned by customer, or permission has been obtained by agent by owner. Apex Tree and Landscape shall be held harmless from any and all claims resulting from failure of agent/customer to obtain permission from proper owner.

**Terms of Payment:** All balances, less the deposit, are due upon completion of the work, unless otherwise specified. If legal assistance is used to collect payment customer will be responsible for all fees incurred. Payments not received within 30 days subject to 15% monthly late fee.

**Access to work:** Customer shall provide free access to work areas for Apex Tree and Landscape employees, vehicles and equipment and agrees to keep driveways clear and accessible for the movement and parking of said equipment during working hours. Apex Tree and Landscape shall not be responsible to keep gates, etc. closed for animals or children.

**Concealed Contingencies:** Customer agrees to pay Apex Tree and Landscape an additional agreed upon amount in the event that additional work is needed to complete the job and was impossible to foresee. This will include things such as, but not limited to: concrete or other foreign matter within the tree, stinging insects or nests, rocks, pipes, underground lines, etc.

**Stump removal:** Stumps will be ground to approximately 3-4 inches below ground level unless specified otherwise. If deep grinding is desired, it must be requested by customer and an additional charge shall apply. Stump removal is not included unless specified on front page of contract. It is standard practice to leave stump grind shavings on site, however, we can haul them away at customer request for an additional charge.

**Length of Validity:** All work is completed within 60 days and is void thereafter at the option of Apex Tree and Landscape officers. Prices are subject to change due to possible changing circumstances until proposal is accepted, signed and deposited.

**Cancellation:** Cancellation, by customer for any reason will result in forfeiture of deposit plus any money due for work completed up to date of cancellation. Apex Tree and Landscape may cease work without breach pending payment or any resolution of dispute.