



**FB Tree Services**

## ***Terms and Conditions***

### **ACCEPTANCE OF TERMS**

By visiting the website [www.FBtreeservices.com](http://www.FBtreeservices.com), viewing, accessing or otherwise using any of the services offered by **FB Tree Services**, you agree to be bound by the following **TERMS AND CONDITIONS OF SERVICE**. You agree and acknowledge that these terms constitute a legally binding agreement between you and FB Tree Services.

### **TERMS**

**Proposal:** Onsite proposals for tree care and removal, and plant health care for residential, commercial and HOA properties done onsite at no charge, and provided by an expert.

**Clean Up:** All job sites receive a general work site clean up. Excess sawdust that cannot be raked up will not be removed. After stump grinding we do not dispose of the sawdust/mulch made by stump grinding, we place it over hole and area stump once was.

**Crown clean:** Removal of dead, dying, diseased, crowded, crossing, interfering, and weakly attached branches from the crown of the tree.

**Crown thin:** Removal of dead, dying, diseased, crowded, crossing, interfering, and weakly attached branches from the crown of the tree. Includes the selective removal of branches to increase light penetration and air movement.

**Crown Raise:** Removal of the lower branches from a tree to provide clearance from buildings, vehicles and pedestrians. All raising of trees adjacent to sidewalks and streets will be done to city ordinance standards (where applicable).

**Selective Prune:** The removal of selected branches, storm damaged limbs or other specialized pruning.

**Stump grinding:** Mechanical grinding of the visible tree stump 1-5" below ground level as landscape and terrain permits;



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remaining hole is back filled with mulch made from the stump grinding (soil/wood chips)\*

**Root grinding:** Mechanical grinding of Visible roots throughout the yard 1-5" below ground level as landscape and area permits this is a separate charge and not included in stump grinding. We do not dispose of mulch/root grindings

**Tree Removal:** The complete removal of a tree. All wood will be removed from site unless other arrangements have been made at time of proposal. Trunk sections will be cut to just above ground level when conditions permit (i.e Trees against buildings or fences and certain terrains).

### **CONDITIONS:**

1. **Completion of Contract:** FBTree Services 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.

**Permits:** Unless we have been contracted to do so, or it was agreed upon as part of the scope of a project, we will not be responsible for obtaining permits. You will need to do this. This is something we are able to do for you, but it will require additional fees for the permits.

2. Some lawn damage or irritation may occur during the removal or grinding process.

3. Trees occasionally grow around objects, such as metal fences and concrete posts or walks. This kind of unseen material may require additional time and equipment to remove; additional charges may be added as a result. This kind of unseen material may result in not being able to remove trees as low to ground, or as proposed.

4. Unless otherwise agreed to in the Proposal or a Change Order, the following are not part of the Contract unless an amount or a rate is specifically listed:

- a. Stump removal;
- b. Removal of stump grindings/debris ;



- c. Surface and subsurface roots.(stump grinding)

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5. Minimum Visit Charge: FB Tree Services Charges a minimum of \$150 to do tree work/landscaping. While lower amounts may appear itemized in the proposal, they cannot be selected individually. (prices may vary depending on distance)

6. Tree Ownership: Customer warrants that all trees/stumps listed or referred to in the Proposal, in any communication by Customer, and any Change Order are either:

1. located on the Customer's property; and/or
2. Customer has received full permission from the owner to enter into this Contract. Should any tree/stump be mistakenly identified as to ownership, the Customer agrees to indemnify FB Tree Services for any damages or costs incurred as a result thereof pursuant to the indemnity provision herein.

7. Work Zone: The Work Zone shall include all areas used and to be used by FB Tree Services in the performance of the work, including all areas needed for mobilization, access, hauling, tree trimming, and stump grinding. Customer warrants that the Work Zone is either:

1. located on the Customer's property; and/or
2. located on another's property and the Customer has received full permission from the other property owner to enter into this Contract and to conduct work on that property.

8. Post Work Zone Condition: Upon completion of the work, FB Tree Services shall remove all brush and debris from the work zone, and rake to clean the work site to the best of our ability. Excess sawdust that is too fine cannot be raked will not be removed.we do not dispose of stump grinding debris(mulch,sawdust/dirt mix made by stump grinding)

9. Stump and Root Grinding/Removal: Stumps will be ground to a depth of between 1-5" as the landscape and terrain permits unless another specification is provided in the Proposal or Change Order. (After stump grinding we do not dispose of sawdust/mulch made by machine, there is an extra charge to haul away and dispose of sawdust/mulch from grinding)we can not grind stumps and roots that are next to cement, large rocks, bricks, fences or structures. We can grind them as close as possible.



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10. Locates: Locates will be called for your stump grind, if there are lines buried such as electrical done by the homeowner, water features, invisible pet fences or other lines not related to the companies contacted by Sacramento's Call Before You Dig, please inform us. We are not responsible for buried lines we cannot see that may be destroyed by the stump grinding process.

### 11. Customer's Work Zone Responsibilities:

a. Customer shall provide an adequately and accurately detailed map and on-site location of all man-made elements within the Work Zone, including but not limited to: sprinklers and sprinkler heads; drain lines; invisible fences; underground cables/wires; and any known hazards (including insects, pests, and pets). If a map is available, FB TREE will make every effort to avoid contact with our machines or we can adjust the work to eliminate items that may come too close to the concealed utility or other item.

b. Work Zone Entry: Customer agrees not to enter the Work Zone during the performance of the work unless authorized by the crew leader on-site. Customer further agrees to keep the Work Zone free and clear from all employees, family members, children and pets. FB Tree Services is not responsible for pets getting out of any enclosure.

c. Work Zone Clearing: Customer shall remove all dog poop, 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 Zone prior to commencement of the work. If you cannot move some of these items in advance, require our help or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them.

12. Lawn & Surfaces Damage/Repair: FB Tree Services will attempt to minimize all disturbances to the customer's lawn and



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surfaces. However, FB Tree Services must utilize vehicles & equipment to perform tree care services. FB Tree Services 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 flower beds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.)

### 13. Working with Nature

Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

14. Treatments, Fertilization and Plant Health Care:FB Tree Services Provides no warranties or guarantees as to the effectiveness or success of any tree or plant treatments. If we recommend treatment, it is because we think that the tree is a worthy candidate for treatment at that time.

15. Payment: Payment is due upon completion of the work. Invoices will be sent by email unless otherwise specified and agreed upon by FB Tree Services And customer. In the event there are no extra charges or Change Orders, Customer shall pay the Contract price listed in the Proposal upon receipt.

16. Customer Cancellation:FB Tree Service Requests that the authorizing party provide at least 72 hours advance notice for cancellation. If a crew has been dispatched to the job site, the customer will be assessed a mobilization fee of \$150.00 for incurred expenses. Cancellation fees may apply to any notice less than 72 hour notice.This fee is 25 percent of Job price, if customers does not schedule a future date for service.