



Terms and Conditions:

BY ACCEPTING A PROPOSAL FROM PISGAH LAND SOLUTIONS,LLC YOU HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

Pisgah Land Solutions is committed to providing high-quality tree care and land services while prioritizing the safety of our clients, their property, and our employees.

By accepting our services, and signing the quote/estimate/proposal, the clients acknowledge that they have read, understood, and agreed to the terms outlined in this Terms and Conditions disclaimer.

By engaging our services, clients acknowledge that:

- Our recommendations and actions are based on current industry standards and guidelines established by the ISA.
- We will make reasonable efforts to accommodate client preferences and requests within the constraints of safety, feasibility, and budget.
- Certain unforeseen circumstances or conditions may arise during the course of the project, which could necessitate adjustments to the original plan.
- Performing work on the scheduled date is done to the best of our ability. Unforeseen circumstances can change dates given. e.g. weather, equipment, and work order revisions. Although this is rare, it does happen.
- Despite our best efforts, there are risks associated with tree work and excavation. Measures are taken to minimize safety risks and possible property damage.
 - Heavy Equipment may damage the lawn, driveway, sidewalks, asphalt, unknown/ untold sprinkler lines and/or any other unknown underground utilities.
 - Please let us know about underground utilities, septic systems, sprinkler lines, etc.

- If wood is left behind at the homeowners request, there will be an additional charge to come back and pick up, if changed of mind.
- The homeowner is responsible for any and all needed permissions and/or notifying neighbors.
- For everyone's safety, work zones are for crew members only. Keep your pets inside. Please see the crew for further instructions to avoid dangerous situations for the duration of your work.
- Prices are subject to change after 60 days.
- In the event that site soil, rock, or unseen subterranean water conditions are such to prevent normal excavation time and procedures the owner will be responsible for additional equipment and labor expenses in order to accomplish the excavation. A new estimate will be provided upon encounter and after a walk through with the property owner.
- Daily rates will increase if a rock hammer is necessary due to high wear on the machinery.
- If non native debris is found underground, the owner will be responsible for added costs to continue the project.
- Stump grinding is not stump/root system removal.
- Standard stump grinding is 2" – 3" below grade.

To ensure safety, certain tree removals require heavy machinery such as bucket trucks (14,000–35,000 lbs) and cranes (40 to 100+ tons). The immense weight of this equipment can cause cracking or surface damage to asphalt and concrete. Pisgah Land Solutions assumes no liability and cannot be held responsible for any cracked concrete or asphalt.

It is agreed by and between Pisgah Land Solutions, LLC and the Client that the following provisions are made as part of the Proposal and are incorporated therein:

Client:

The "client" shall refer to the individual or group for whom the work proposal, estimate, or invoice is addressed. This individual or the authorizing party must have the authority to make and authorize contracts and agreements with Pisgah Land Solutions, LLC

Tree , plant and landscape Ownership:

The Client warrants that all trees, plants and landscape areas listed are located on the Client's property, and, if not, that the Client has received full permission from the rightful property owner to allow Pisgah Land Solutions,, LLC to perform the specified work.

Should any tree, plant or landscape area be mistakenly identified as to ownership, the Client agrees to indemnify Pisgah Land Solutions, LLC for any damages or costs incurred from the result thereof. The Client further agrees to indemnify Pisgah Land Solutions, LLC against any and all conflicts, disputes, or legal actions arising from false notification of authority.

Safety:

Pisgah Land Solutions, LLC warrants that all arboricultural operations will follow industry safety standards.

The Client agrees to keep the work site free of any persons, pets, or property throughout completion of the work to help maintain these standards, and to comply with any safety instructions issued by Pisgah Land Solutions, LLC's employees and/or agents on site. Should any damage to property or injury result from persons, pets or property entering the work site, Pisgah Land Solutions, LLC shall not be held legally or financially liable. Pisgah Land Solutions, LLC shall not be held liable for any damage to power or information cables/lines or any damage to property related to power surge or loss of services provided by cables. Pisgah Land Solutions, LLC is not responsible for costs associated with repairs.

Tree Removal and Stump Grinding:

The term "Removal" refers to the removal of a tree or shrub as close to ground level as possible. Unless specified in the proposal, stump removal is not included in the price quoted.

All stumps will be ground 4-8 inches below grade, unless otherwise specified in the proposal.

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.

Pisgah Land Solutions, LLC shall not be held liable for any damage to person or property resulting from flying debris as part of the stump removal process.

The Client acknowledges and agrees that the stump removal process may result in flying debris and that Pisgah Land Solutions, LLC has little control over such debris, but will take all reasonable steps to prevent damage.

Subsurface Utilities and Systems:

Pisgah Land Solutions, LLC will contact 811 prior to the scheduled date to have underground utilities marked for all stump grinding, planting or other work requiring disturbance below grade. Pisgah Land Solutions, LLC shall not be held liable for any damage resulting from inaccurate marking of utilities. Additionally, Pisgah Land Solutions, LLC shall not be held liable for any damage occurring to underground cables, irrigation, drain lines, invisible fences or any other subsurface system not adequately and accurately marked. Client must mark any underground system known to them not marked by 811 (sprinklers, etc.).

Damage Disclaimer:

Pisgah Land Solutions, LLC will do everything in their controllable power to prevent damage to the property. Due to the nature of this work, even under normal working conditions, damage could possibly occur. Pisgah Land Solutions, LLC, will not be responsible for divots, dents, tears, dirt, woodchips, streaking, scratching or other damage done to the yard, landscape, fence, driveway or sidewalk. It is the responsibility of the Client to ensure all moveable items within the work area are placed securely out of the work area prior to the date of the scheduled work. If crews are required to move items upon their arrival, there will be a minimum \$350/hour charge for this work. In the event our work or equipment causes settling, cracking, or other damage to driveways and/or sidewalks, lawns and other landscaping, repairs are not included in the contract price. Pisgah Land Solutions, LLC is not responsible for damages to driveways, sidewalks, and other hardscapes. The Client accepts liability for any standard operating damage that occurs out of normal operations and not negligence.

Permits:

Pisgah Land Solutions, LLC will secure any required permits and will attempt to include these fees in the original proposal. If Pisgah Land Solutions, LLC or the Client becomes aware of additional permits required, the Client agrees to pay any additional costs associated with securing and satisfying said permits. Pisgah Land Solutions, LLC shall notify the Client of any additional costs prior to start of work.

Clean up:

Pisgah Land Solutions, LLC will attempt to provide full material removal and clean up as best as reasonably possible given the conditions on the day of service, unless otherwise stated in the proposal.

It is our goal to pick up and remove everything we put on the ground, and it is our goal to leave your property tidier than when we arrived. This includes removing wood, brush, and clippings, and raking of the entire area affected by the specified work, unless noted otherwise on this proposal. The Client agrees and acknowledges that weather, job-site conditions, and other factors may create conditions in which complete clean-up is not possible.

Pisgah Land Solutions, LLC will work with the Client to return and provide a free touch-up in cases of poor weather if contacted by the Client within one week of job completion. Pisgah Land Solutions, LLC reserves the right to add clean up fees for job-site conditions such as long, unkempt grass and weeds, or untidy property. Pisgah Land Solutions, LLC may attempt to repair marks and divots in lawns, but shall not be held responsible for the repair of damages to lawns and gardens.

Pet Waste

For health and safety reasons, the presence of excessive pet waste will require Pisgah Land Solutions, LLC to charge \$350/hour for clean-up of pet waste prior to beginning the scheduled work. This fee shall be added to the final invoice

Plant Disease Disclaimer:

Trees and shrubs and plants are living organisms and may not react as anticipated to applied treatments or pruning. Pisgah Land Solutions, LLC will not be liable for the current or future condition of the tree, shrub or plant. The Client accepts the necessary risk for treating and proper pruning of the tree, shrub or plant, including any structural concerns that may arise.

Terms of payment:

Unless otherwise noted in the proposal, the Client agrees to pay the account in full upon work completion.

If paid by credit card, a 3% processing fee will be added.

The client may contact the office and request a credit card payment link.

The price on proposals and invoices includes a discount for paying with Pisgah Land Solutions preferred methods of cash, check, through a bank's bill-pay service, Zelle or Venmo.

Failure to provide payment for work completed or fees in more than 30 days, will result in a 8.00% finance charge per month and may lead to the account being sent to collections or other legal action as allowed by law.

Returned check fee:

There will be a \$30.00 fee charged for all checks returned to our office for non-sufficient funds.

Insurance and Licensing by contractor:

Pisgah Land Solutions, LLC warrants that it is insured for liability resulting from injury to person(s) and/or property damage as required by law. Certificates of coverage and licensure are available upon request.

Media Release:

Pisgah Land Solutions, LLC occasionally takes pictures and records video and/or sound during particular jobs to be used for training and promotional purposes. The Client grants Pisgah Land Solutions, LLC the right to use, publish, and reproduce pictures, video, and sound recordings in any and all media formats for any and all purposes related to Pisgah Land Solutions, LLC's business. In addition, the Client waives the right to receive any payment from Pisgah Land Solutions, LLC for use of this media.

Attorney Fees:

In any action arising hereunder, including mediation, or any separate action pertaining to the validity of the Proposal, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal. "prevailing party" is defined as the party that received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.

FOR DELIVERY OF WOOD CHIPS / MULCH

You agree to prepare area for Delivery of wood-chips:

The following tips can help ensure that the chips get dropped where you want them, without issue:

- Your drop site must be accessible for the crew to drop it off, including the road accessibility.
- Make sure the drop site is big enough. No less than 15' wide, and 20' long, with room for the truck to maneuver in reverse.
- The chips will spill out on all sides, so make sure to barricade or move any delicate plants, pots, yard art, garden gnomes, etc., that might get buried.
- Make sure there aren't cars parked in the drop site during the day.
- Areas along busy streets (speed limit >25mph) are not great drop sites.
- Check for low overhead lines and tree branches that the drop box would hit as it's being raised. They can go up pretty high, about 20'.
- Leave a marker on the place where you want the chips dropped. This can be a tarp, a cone, or a six pack of beer.
- Include a secondary drop site in your description, in case the crew is not able to drop them at your first choice. (e.g. 'If you can't drop them in the driveway, drop them on the side of the road in front of the house.')

Liability

In the event of an accident, the following describes who is responsible:

- Tree service company trucks are heavy. The driveways (concrete, asphalt, pavers) could crack from the weight of a large truck. Any damage to your driveway or yard (or anything underneath, if not properly marked or said) as a result of an arborist's truck is the responsibility of the property owner, not the arborist or Tree Service company - Pisgah Land Solutions
- It is the responsibility of the driver to know if they can safely maneuver and drop a load in the specified location. Therefore, the driver can

decline dropping the load of wood chips if the area is not adequately prepared as listed above. The requester will still have to pay for the hauling of the load. Why? because if any damage is caused from not enough space, you would claim it is the driver's responsibility.

- The wood chips (material) is FREE, but the hauling is what is being charged.