

Terms and Conditions

The following terms and conditions are a part of the confirmation of work to be performed by JSP Tree and Landscape (the company) and, with the information on the front, constitutes the entire agreement between the Company and Authorizing Party (Client and/or Client's Agent)

- **Insurance by Contractor:** The Company 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.
- **Tree Ownership:** The authorizing party warrants that all trees listed are located on the authorizing party's property, and, if not, that the authorizing party has received full permission from the owner to allow the Company to perform the specified work. Should any tree be mistakenly identified as to ownership, the authorizing party agrees to indemnify the Company for any damages or costs incurred from the result thereof. Customer agrees to and accepts all financial responsibility, resulting in false claims of property and ownership.
- **Safety:** The authorizing party (customer) is responsible keeping the work site free of any person, pets, or property throughout completion of the work to help maintain these standards. Should any damage to property or injury result from client or property entering the work site (>50' from any tree being worked on) the Company shall not be held legally or financially responsible.
- **Stump Removal:** Unless specified in the proposal, stump removal is not included in the price quoted; stump grinding shall remain on site; and surface and subsurface roots beyond stumps shall not be removed.
- **Concealed Contingencies:** Any additional work or equipment required to complete the project, 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 authorizing party on a time and material basis. The Company is not responsible for damages to underground sprinklers, drain lines, invisible fences, underground cables, or any other hidden/unknown system(s) unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before the work is performed.
- **Clean-up:** Debris from tree trimming & tree removal operations shall be reasonably cleaned up each day before the work crew leaves the site., unless otherwise coordinated by the authorizing party and crew leader. All lawn area shall be raked, streets and sidewalks shall be swept, and all brush and branches shall be removed from the site, unless noted otherwise on the proposal.
- **Lawn/Driveway Repair:** The company shall attempt to minimize disturbance to the Client's lawn, driveway and walkways. However, lawn, driveway or walkway repairs are not included in the contract unless otherwise noted.
- **Terms of Payment:** Unless otherwise noted in this proposal, the authorizing party agrees to pay the account in full upon completion of work. Failure to remit full payment within the payment term may result in a finance charge of 2% per month up to 18.99% per year.
- **Returned Check Fee:** There will be a \$35.00 fee charged for all checks returned to our office for non-sufficient funds.
- **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. This is something we are able to do for you, but it will require additional fees for the permits.