

TERMS and CONDITIONS FOR ESTIMATES

Up A Tree, LLC uses a service called HouseCall to create **PROPOSED AGREEMENTS** for services to be provided to you ("Tree Services"). After contacting Up A Tree, LLC in any manner, such as by telephone, email, Facebook, www.upatree.com, etc. to discuss your job and provide information requested, such as videos and photos, Up A Tree, LLC will send you a **PROPOSED AGREEMENT**.

If you accept the terms of the **PROPOSED AGREEMENT**, you may be required to pay a deposit of fifty percent (50%) of the proposed price by credit or debit card. After acceptance, we schedule an appointment for us to verify the accuracy of the information that you have provided in your estimate. Up A Tree, LLC will use commercially reasonable efforts to complete your appointment as scheduled. However, appointment times are estimates and may be affected by weather, equipment issues, and other circumstances.

After inspecting the site of the proposed work, we finalize the agreement. The **FINAL AGREEMENT** (included herein as reference) may include revisions as a result of our inspection. Upon execution of the **FINAL AGREEMENT**, we will begin work. All Tree Services provided will be governed by the terms of the **FINAL AGREEMENT**, which will supersede and replace any estimate that you have provided and any other discussions or agreements regarding Tree Services.

In the event that, as a result of our personal, visual verification we determine that there is a discrepancy of more than twenty percent between our **PROPOSED AGREEMENT** (which was based on the representation in your estimated), and what we determine to be an actual price needed to perform the services, you have will have the option to cancel the job, but will be charged a \$450 crew mobilization fee or forfeit your deposit, whichever is less.

The balance of payment for services rendered will be due upon completion, and will be charged to the credit/debit card on file unless other arrangements are made.

Up A Tree, LLC has no obligation to provide any Tree Services until you have executed a **FINAL AGREEMENT** and provided the required payment.

FINAL AGREEMENT

Terms and Conditions:

It is agreed by and between Up a Tree, LLC ("Up A Tree, LLC", "we", "us") and the authorizing party ("Home owner", "you", "your", "customer" and/or "customer's agent") that the following provisions are made as part of this contract:

OBLIGATIONS OF UP A TREE, LLC ("Up A Tree, LLC", "we", "us"):

No Employee/Employer Relationship: Up A Tree, LLC is a provider of tree removal and related services provided on the basis of a contractual relationship between Up A Tree, LLC and the homeowner. There is no employee/employer relationship implied or acknowledged.

Scheduling: Up a Tree, LLC personnel will arrive on scheduled performance date. We will attempt to inform you of our arrival time, but do not guarantee timely notification. **Work crews may arrive at the job site unannounced unless otherwise noted.** All schedules are contingent upon weather,

accidents, and other delays beyond our control, and we shall not be liable for damages due to those delays.

Notice of Cancellation: Up a Tree, LLC requires that you provide us at least 48 hours advance notice for cancellation. Notice of cancellation given with less than 48 hours notice shall result in the forfeiture of any booking fees, deposits or other payment. If a crew has been dispatched to your job site and you cancel, you will be assessed a **mobilization fee** of \$450.00 or **minimum service call charge** equal to 20% of contract, **whichever is greater**, for incurred expenses. In cases where special equipment has been acquired for the purpose of completion of said project; such as rental equipment, non-returnable equipment, or any other items specific for the safety of crew members, the cost for these items shall also be paid by the customer.

Insurance by Contractor: Up A Tree, LLC, Inc. warrants that it is insured for liability resulting from injury to person(s) or property in the amount of \$1,000,000 per occurrence and that all employees are covered by Worker's Compensation as required by law. Certificates of coverage are available upon request.

Workmanship/Performance: Up A Tree, LLC personnel are trained tree service professionals; either certified or working under direct supervision thereof. All work will be performed professionally, with the appropriate tools and equipment for proper job completion. All equipment and work performed will be in full compliance with the most current revision of the American National Standards Institute (ANSI Z133.1) Standard for tree care operations. (Copies can be obtained for a fee by contacting the International Society of Arboriculture or the Tree Care Industry Association.) **This includes the practice of not using spurs on live trees, and, where appropriate, sterilizing equipment prior to use on property.**

Safety: Up A Tree, LLC, Inc. warrants that all arboricultural operations will follow the latest version of the ANSI Z133.2 industry safety standards. You agree not to enter the work area during arboricultural operations unless specifically authorized by the crew leader onsite. We will clearly mark our work area with high visibility tape. We are solely responsible for pedestrian and vehicular safety control within the worksite. We shall provide the necessary warning devices, barricades, and ground personnel required to ensure the safety, protection and warning of pedestrian and vehicular traffic within the area.

Debris Removal: Unless otherwise noted, no debris from tree felling operations shall be removed or cleaned up, unless otherwise coordinated by the client and crew leader for reasons of safety to the general public. Public streets and sidewalks shall be raked and swept, and all brush, branches, and logs resulting from work under this agreement shall be removed from same and returned to your property.

Stumps: Unless specifically provided for, stump grinding shall not be included. Trees 'removed' will be cut to ground level or as close as possible, without causing damage to either saw chain or equipment: usually within 4" of grade, unless dirt or other debris is present at base of trunk. Height will be adjusted to protect equipment.

Contracted work: Any contract that includes multiple items is priced as a project. The subtraction of item(s) by client, from a negotiated project package, will cause the original agreement to revert to individual item pricing. In addition any discounts given for any reason shall not apply to a contract that has been materially changed.

Additional Work: Any additional work or equipment required to complete the work, caused by your 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. Such conditions may include, but are not

limited to, rock, pipe, electrical lines, etc. encountered while performing such tasks, or any other conditions not apparent in estimating the work specified. Up A Tree, LLC reserves the right to charge the customer for any damages to equipment incidental to performance of contract.

Unmarked Utilities: Up A Tree, LLC, Inc. is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped and conspicuously marked by the homeowner or authorized agent (i.e. Digsafe) and clear, marked evidence or a copy of a written plan is presented before or at the time the work is performed. The customer agrees and further indemnifies Up A Tree, LLC of any damages done to any such private utilities if not clearly identified. We reserve the right to charge the customer for any damages to equipment incidental to performance of contract.

Lawn & Surfaces Damage/Repair: Up A Tree, LLC, Inc. will attempt to minimize all disturbances to your lawn and surfaces. However Up A Tree, LLC must utilize vehicles & equipment to perform tree care services. Up A Tree, LLC 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.).

Indemnity: Up A Tree, LLC, Inc. is insured for liability resulting from injury to persons or property, and all its employees are covered by Worker's Compensation Insurance. The parties herein agree that in no instance may the customer seek damages in excess of Up A Tree, LLC, Inc. policy liability. Further, once work is completed by Up A Tree, LLC, Inc. under this contract, owner agrees to indemnify and hold harmless Up A Tree, LLC, Inc. and its agents for any injury, loss or expense associated with work performed or in any way related to services performed with this contract.

Completion of Contract: Up A Tree, LLC, Inc. agrees to do its best to meet any agreed upon performance dates, but shall not be liable in damages or otherwise for delays due to inclement weather, labor or any other cause beyond its control; nor shall the customer be relieved of completion for delays.

Terms of Payment: Unless otherwise noted in this proposal, you agree to pay the account in full upon completion of the work. Failure to remit full payment within the payment terms will result in a finance charge of 18.99% per year compounded monthly. Payments not received within 90 days will assess a \$50 late fee and may be turned over to collections.

Types of Payment: ACCEPTABLE FUNDS SHALL BE CASH, CHECK, DEBIT CARD OR MAJOR CREDIT CARD. BY SUBMITTING FINAL PAYMENT, YOU AGREE YOU HAVE INSPECTED AND APPROVE OF ALL COMPLETED WORK, AND THAT UP A TREE, LLC HAS SATISFACTORILY ADDRESSED ANY PROBLEMS OR CONCERNS. ANY WORK REQUESTED BY CUSTOMER NOT INCLUDED IN THE ABOVE SCOPE OF WORK SHALL BE CONSIDERED EXTRA AND WILL BE PERFORMED ONLY AT AN ADDITIONAL PRICE AGREED UPON BETWEEN PARTIES. If a check offered in payment of any amount due and payable is dishonored, there will be a penalty in addition to any other penalties. For payments under \$1500 the amount of the penalty is \$30 or the amount of the payment, whichever is less. For payments \$1500 and greater the amount of the penalty is equal to 2% of the payment. The penalty for dishonored checks is extended to EFT. If an EFT is made in the payment, and the transfer fails, the penalty will apply. The amount of the penalty is \$30 or the amount of the payment, whichever is less. If outside assistance is used to collect the account, you are responsible for all costs associated with the collection, including, but not limited to, attorney fees and court costs.

OBLIGATIONS OF AUTHORIZING PARTY (“YOU”, “YOUR”, “THE HOMEOWNER”, “CUSTOMER” AND/OR “CUSTOMER’S AGENT”)

Ownership: You warrant that all trees considered under the scope of this contract are located on your property and if not, that you have received full permission from the owner to allow Up A Tree, LLC, Inc. to perform the specified work. Should any tree be mistakenly identified as to ownership, the customer agrees to indemnify Up A Tree, LLC, Inc. for any damages or costs incurred from the result thereof.

Capacity to Enter Contract: You warrant that you are of legal age to enter into a legally binding contract.

Authorization: You agree that, unless other arrangements are made in advance with Up A Tree, LLC, a person of legal age will be present on the job site to authorize the commencement of the work considered under the terms of this contract, and further, that, unless other arrangements are made in advance with Up A Tree, LLC, a person of legal age will be present on the job site to sign off on satisfactory completion of work and make payment in full for the rendering of said services.

Safety: The authorizing party agrees to not enter the work area during arboricultural operations unless authorized by the crew leader onsite.

Work Area Free of Hazards: You warranty that upon our arrival at your job the work area will be free and clear of movable hazards which may pose a risk to Up A Tree LLC personnel or may be subject to damage by the completion of the work described by this contract, including, but not limited to, dog feces or other animal waste, boats, trailers, vehicles of any type or description, lawn furniture, grilles, garbage cans, children’s or animal toys or any other movable object that could pose a hazard or be subject to damages.

Removal of Other Obstacles: Up A Tree recommends the removal of other items from the workplace that may be subject to damage, including, but not limited to, clothes lines, fences, small landscape plants, sheds, pool equipment, etc.

INDEMNIFICATION FOR DAMAGES TO PROPERTY: YOU AGREE TO INDEMNIFY UP A TREE, LLC FOR ANY COSTS OR CLAIMS WHICH MAY ARISE FROM THE COMPLETION OF THE WORK DESCRIBED HEREIN, EXCEPT IN THE CASE OF DAMAGES TO ANY ONE PARTICULAR IMMOVABLE ITEM THAT EXCEEDS \$500.

Lawn & Surfaces Damage/Repair: The customer understands that unless specifically provided for herein, lawn repairs are not included in this contract. Due to the size and weight of heavy equipment involved, some damage to yard may occur. Precautions will be taken to ensure damage is kept to a minimum. It is your responsibility to move any perishables to prevent such damage. Although insurance is in-place, and efforts will be taken to prevent any said damage, **the property owner accepts this as a risk and signs to this effect below and accepts the contract and conditions as stated.** The customer agrees to indemnify Up A Tree, LLC from any cost of damages incurred to the customer’s lawn, incidental to and necessary for, the performance of tree removals and/or other services provided, including damages caused by driving, divots, and/or placing equipment on lawn for the necessity of performing such work. In addition, any object or plants within the under-story of trees that is/are identified as a "target" is the client’s responsibility to either move or waive rights to claim damages to such unless provided for in writing on front of contract, as above damages. Saw dust, leaves, and wood chips are incidental to the removal of any material, and as such shall not be considered as damage.

Licenses/Permits: You are responsible for the costs of permits, licenses, and/or bonds required to perform specified work under this contract to comply with all applicable local state and federal codes, rules and regulations. The customer/home owner shall be responsible for obtaining and paying for necessary approval from local HOA and other governing entities.

AUTHORIZATION FOR USE OF TESTIMONIALS AND LIKENESSES: By your signature on this document you hereby release to Up A Tree LLC and its officers, agents, employees, independent contractors and/or affiliates the rights of for the lawful use of you or your property's photograph, image, likeness, name, address, brief biographical information, representative's voice as recorded on videotape or film, and any oral or written statement(s), regardless of format (whether they are direct quotes or paraphrased by Up A Tree, LLC) for the purpose of promotional videos, printed publications, multimedia presentations, on websites or in any other distribution media, in other publications, and marketing material, including Internet publications and other mediums of distribution that may arise,

1. Use of testimonial/photo/video: You understand that these testimonials and reproductions may be used in the production of materials used to promote Up A Tree, LLC's programs, services and events or Up A Tree, LLC in general, in perpetuity. You waive any right that you may have to inspect and approve the finished product that may be used or to which it may be applied now and/or in the future, whether that use is known to the authorizing parties, child(ren) or unknown, and further waive any right to royalties or other compensation arising from or related to the use of the image or product.

2. Permission to revoke: At any time, you may revoke this permission by contacting Up A Tree, LLC's Marketing Department. This revocation stops all **future** use of photos, videos and testimonials. You also understand that the choice of which reproduction is to be used, if any, is at the discretion of Up A Tree, LLC, and that the decision would be based on artistic merit, specific design needs, technical requirements, and marketing and communication strategies. You also understand that you do not have copyrights to any photographs, video or electronic reproductions made by Up A Tree, LLC.

3. Hold harmless: You hereby hold harmless and release Up A Tree, LLC. from all claims, demands and causes of action which you, your heirs, representatives, executors, administrators or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization.

You further acknowledge that:

- (1) You are a person of legal age and that you are authorized to execute this release;
- (2) You have read this release in its entirety;
- (3) You fully understand and accept its terms;
- (4) You understand this release is incorporated into the overall contract in its entirety, and
- (5) You have executed this release voluntarily.

NON-DISPARAGEMENT: Upon completion of the work considered under the scope of this agreement you, or a person of legal age you have authorized, shall be present on the job site work to sign off on satisfactory completion of work and make payment in full for the rendering of said services as described above. Upon acceptance of and payment for services rendered by Up A Tree, LLC, you agree that you are satisfied with the work performed and further agree that you will not defame, disparage, demean, hold up for ridicule or make any type of negative comments or statements regarding Up A Tree, LLC., our employees, work processes, pricing, marketing or business model in any medium, such as, but not limited to, Facebook, Instagram, Twitter, Snapchat, Google+, print or broadcast media. If for any reason you feel it necessary to file suit after providing payment for completion of work, you accept and agree to compensate us for lost

income, wages and all legal costs associated with successfully defending ourselves against your suit.

GENERAL TERMS AND CONDITIONS

Entire Agreement: This Agreement and any other documents incorporated by reference constitute the entire agreement and understanding between you and us with respect to the subject matter of this Agreement, and replace any and all prior written or verbal agreements. If any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions shall remain in full force and effect. We do not waive any provision or right if we fail to insist upon or enforce strict performance of any provision of this Agreement. Neither the course of conduct between you and us nor trade practice shall act to modify any provision of this Agreement.

Customer's Sole Remedies: Your sole and exclusive remedies under this Agreement are as expressly set forth in this Agreement. Certain of the above limitations may not apply if your state does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, our liability and of our employees, affiliates, suppliers, agents, contractors, distributors, licensors and business partners is limited to the maximum extent permitted by law.

Survival of Limitations: All representations, warranties, indemnifications, and limitations of liability contained in this Agreement shall survive the termination of this Agreement; any other obligations of the parties hereunder shall also survive, if they relate to the period before termination or if, by their terms, they would be expected to survive such termination.

Information Provided to Third Parties: We are not responsible for any information provided by you to third parties including credit/debit card or banking information, and this information is not subject to the privacy provisions of this Agreement or the privacy notice for the Service(s). You assume all privacy, security, and other risks associated with providing any information, including customer proprietary network information ("CPNI") or personally identifiable information, to third parties via the Service(s). For a description of the privacy protections associated with providing information to third parties, you should refer to the privacy policies, if any, provided by those third parties.

Protection of Our Information and Marks: All Service(s) information, documents, and materials on our websites, in printed materials, audio, video or broadcast are protected by trademark, copyright or other intellectual property laws, and international treaty provisions. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively "marks") of ours and our affiliates are and shall remain our exclusive property. Nothing in this Agreement shall grant you the right or license to use any of the marks.

Retention of Rights: Nothing contained in this Agreement shall be construed to limit our rights and remedies available at law or in equity. Upon termination of this Agreement for any reason, we and our agents reserve the right to delete all your data, files, electronic messages or other information that is stored on our or our suppliers' servers or systems.

NOTICE METHOD FOR CHANGES TO THIS AGREEMENT: We may deliver any notice concerning our relationship with you, including notice of any change to this Agreement, in any one or more of the following ways, as determined in our discretion: (1) by posting it on our website or any other website about which you have been notified; (2) by mail or hand delivery to your

Premises; or (3) by e-mail to the address for your account in our records. You agree that any one of the foregoing will constitute sufficient and effective notice under this Agreement.

Governing Laws: The terms and conditions of this contract shall be interpreted and governed according to the laws of the Commonwealth of Massachusetts; venue and jurisdiction shall be limited exclusively to the District Court of Barnstable , Massachusetts.

Interpretation of contract: This writing contains the entire agreement between the parties and may not be changed, except in writing and signed by both parties. The validity, performance, contraction, and effect of this contract shall be governed by the laws of the Commonwealth of Massachusetts.

You are agreeing that you have read these terms and conditions in their entirety and understand them fully. If you have questions regarding this form please contact our office Toll Free at (833) UP TREES.