

**Just Small Trees, LLC**  
Terms and Conditions

It is agreed by and between *Just Small Trees, LLC* and the authorizing party (customer and/or customer's agent) that the following provisions are made as part of this contract:

**OWNERSHIP OF TREES**

- The authorizing party warrants that all trees listed are located on the customer's property or that the authorizing party has received full permission from the owner to allow *Just Small Trees, LLC* to perform the agreed to work. Should the tree be mistakenly identified as to ownership, the customer agrees to indemnify *Just Small Trees, LLC* for any damages or costs incurred from the result thereof.

**SITE SAFETY**

- The authorizing party agrees to not enter the work area during arboricultural operations and to prevent any family, guests, pets, or animal property from doing the same.

**SERVICE DEFINITIONS**

- **Downing** – A tree is cut down to the ground. Stumps are cut as close as conditions permit. Disposal and log bucking are extra.
- **Disposal** – Tree branches, limbs, & trunks are removed from the property. Small debris are disposed or blown into natural areas.
- **Log Bucking** – Tree trunks cut into 14”-16” lengths.
- **Planting** – Plant materials are installed according to specification. Plant warranty given only where listed on the quote.
- **Pruning** – A tree or shrub has branches removed to arboricultural standards. Cuttings are removed from the property. Small debris are disposed or blown into natural areas. No warranty is given on pruning.
- **Shrub Removal** – A shrub and its stump are dug up and disposed of. Soil is shaken off the stump before disposal. Small debris are disposed or blown into natural areas. Hole filling and root chasing are extra.
- **Stump Grinding** – Stumps are ground with a machine 4 to 6 inches below grade as conditions permit. Debris (including grindings) removal and root chasing are extra.

**INSURANCE**

- *Just Small Trees, LLC* warrants that it is insured for liability resulting from injury to person(s) or property. Certificates of coverage are available on request.

**WAIVERS**

- **Completion:** *Just Small Trees, LLC* agrees to do its best to meet scheduled dates for services provided, but shall not be liable in damages or otherwise for delays because of inclement weather or any other cause beyond its control.
- **Underground Property:** *Just Small Trees, LLC* is not responsible for damages to underground sprinklers, drain lines, invisible fences, cables, or any other hidden (or unknown) system(s) unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before or at the time the work is performed.
- **Driveways & Sidewalks:** *Just Small Trees, LLC* will attempt to minimize any damage to driveways, sidewalks, or hardscapes, but is not responsible for repairs of driveways, sidewalks, or hardscapes that settle, crack, or are otherwise damaged while services are rendered.
- **Lawns:** *Just Small Trees, LLC* will attempt to minimize disturbances to the customer's lawn or turf, but is not responsible for any lawn or turf repair unless it is included in the estimate or quote.
- **Other Plants:** *Just Small Trees, LLC* will attempt to minimize all disturbances to the customer's

surrounding plants and shrubs. *Just Small Trees, LLC* is not responsible for damage to surrounding plants and shrubs unless the specific plants are listed in the estimate or quote. The authorizing party agrees that *Just Small Trees, LLC* may prune plants and shrubs damaged in the course of rendering services at no additional cost.

- **Media Release:** *Just Small Trees, LLC* is authorized to photograph or record video/sound of the work area during operations for training or promotional purposes. Media for promotional use will NOT show the authorizing party's face(s), name(s), house number, or street. The authorizing party grants *Just Small Trees, LLC* the right to use, publish, and reproduce media in any and all formats for any and all purposes. In addition, the authorizing party waives the right to receive payment from *Just Small Trees, LLC* for use of this media.

(Optional) I do NOT want any media used for promotional purposes: \_\_\_\_\_

#### PAYMENT & FEES

- **Payment:** Full payment is due upon completion of work. For large jobs or ones that take place over a long period of time, *Just Small Trees, LLC* may ask for a percentage payment based on work completed. In these cases, *Just Small Trees, LLC* will indicate the terms beforehand.
- **Returned Check:** A \$25.00 fee is charged for all checks returned for insufficient funds.
- **Site Safety:** A \$50.00 fee is charged if, after work setup begins, the authorizing party is unable to secure people and animal property from entering the work zone. *Just Small Trees, LLC* does not work with people or pets in the work zone.
- **Cancellation:** A \$25.00 fee is charged for services canceled while in route to the job-site. Please contact *Just Small Trees, LLC* at least 24 hours in advance to cancel without fee.

Name:

Signature:

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Date:

(Planting Customers Only) I have received the "Tree Planting Service" guidelines: \_\_\_\_\_