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 www.davey.com



We are the exclusive tree care company for the American Horticultural Society

Client: <u>The Village of Tuxedo Park</u>	Attention: <u>John Ledwith</u>	Home Phone: _____
Address: <u>101 Miller Rd</u>	Proposal Date: _____	Business Phone: _____
City, State, Zip: <u>Tuxedo Park NY</u>	Arborist: <u>Jim Wickes</u>	Cellular Phone: _____
Job Site: <u>77 Mac Loch Rd</u>	E-mail Address: _____	Fax: _____

Item	Recommendations	Price
<u>(10)</u>	<u>Organic Tick spray to picnic areas and lawn, spray into woods 50' July Treatment</u>	<u>\$725⁰⁰</u>
<u>(20)</u>	<u>Organic Tick Spray to picnic areas and lawn. spray 50' into woods August Treatment</u>	<u>\$725⁰⁰</u>

Client Expectations:	Tax (if applicable)	\$ <u>226</u>
	Total	\$ _____

___% Deposit required upon acceptance Deposit Amt. \$ _____ Check # _____ Enclosed: Discover/Novus MasterCard

Account #: _____ Exp. Date: _____ Amt: _____ Date: _____

Name as it appears on card: _____ Signature: _____

Appropriate sales tax will be added upon invoicing as per local jurisdiction. Working Terms and Conditions are listed on the reverse. Our workers are fully covered by Worker's Compensation Insurance. Our company is insured for personal injury and property damage liability.

By: [Signature] Davey Tree™ NOTE: This proposal may be withdrawn if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL:
 The above prices and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. I agree to the conditions on the reverse side. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. (See Over)

To accept this proposal, please sign on the line below and return the white copy. Upon invoice, your prompt payment is appreciated.

 SIGNATURE DATE

Working Terms and Contract Conditions

Client Care Guarantee - We guarantee to deliver what we have promised. If we do not, we will work with you until you are satisfied, or you will not be charged. Our **Client Care Guarantee** demonstrates our commitment to creating lifelong client relationships with our progressive tree care programs. As our work involves living things, no guarantee on the lives of any trees or plants is expressed or implied in this contract.

Insurance - Our workers are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.

Working With Living Things - As trees and other plant life are living, changing organisms affected by several factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied in this contract unless specifically stated in writing.

Tree Care Standards - All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.

Ownership of Trees - Signature/acceptance constitutes a representation and warranty that the trees referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property. Signee will indemnify and hold us harmless for any breach of this representation and warranty.

Underground Fixtures - We are not responsible for any underground property unless we have been informed of its exact location by the owner or the appropriate local utility location agency.

Cancellation - Cancellation of work must be received in writing or by fax 24 hours before crew arrival or will be subject to our current minimum charge.

Arborist Disclosure Statement - Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree, or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled.

Tree Risk - When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. We will not assume liability for any accident, damage or injury that may occur on the ground or on any other object or structure. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessments will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.

Equipment Access - The prices quoted assume our truck-mounted equipment will have access to the property wherever possible with no damage. If this is unacceptable, we must know prior to acceptance of quote and scheduling. We will not be responsible for damage to substandard blacktop surfaces caused by our vehicles or subcontractors' vehicles.

Scheduling - Job scheduling is dependent on weather conditions and work loads. Unless noted on the contract or previously arranged with our office, our crew will present itself unannounced to do the scheduled work.

Tree Removal - Complete removal of the tree within 6" of ground level and cleanup of all debris (unless otherwise stated). Additional charges may be levied for unseen concrete or metal in tree upon notification of owner. Some lawn damage may occur. We will regrade and seed if necessary.

Stump Removal - Mechanical grinding of the visible tree stump to below ground level. Stump hole will be backfilled with stump chips and a mound of remaining chips will be left on site (unless otherwise stated on proposal). Chip removal, grading and soil backfill are also available for an additional charge.

Clean-Up - Logs, brush, leaves, twigs, normally removed. Some excess sawdust not raked up will not be removed.

Cabling/Bracing - Cabling and bracing of trees is intended to reduce hazard potential only. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Pest Management & SoilCare™ - Where specified, slow release fertilizers will be used and applied at a rate of 0.5 to 1.5 pounds of actual nitrogen per 1,000 square feet. Higher rates of nitrogen may be applied if specified by the arborist. For sub-surface, liquid applications, injection sites will be spaced 12 to 36 inches apart and 4 to 8 inches deep. For sub-surface, dry methods, holes will be spaced 12 to 36 inches apart, will be 2-4 inches in diameter and will be 4 to 8 inches deep. Unless limited by property boundaries, SoilCare applications will be applied to the area near the trunk to near or just beyond the dripline. EPA approved materials will be applied by licensed and insured operators and notices provided in accordance with State and Federal regulations. Unless specifically noted, insect and disease outbreaks including gypsy moth, Dutch elm disease and other exotic invasives are excluded from our integrated pest management programs.

Time and Materials (T&M) - Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.

Billing & Sales Tax - A deposit is required prior to work being completed. All amounts deposited with us will either be credited to your account or applied against any amounts currently due and owing to the fullest extent of the law. In the event of a cancellation of work, we reserve the right to apply amounts deposited against any amounts currently due and owing to the fullest extent of the law. If an invoice is left at your property, please pay from it. Otherwise an invoice will be mailed. Our invoices are due upon receipt. Sales tax will be added as per local jurisdiction. Clients claiming tax exempt status must submit a copy of their official tax exempt status form including their tax exempt number in order to waive the sales tax.

Payment - We accept checks and credit cards. Credit card payments may be made online at www.davey.com. Paying by check authorizes The Care of Trees to send the information from your check electronically to your bank for payment. This is a one time charge in which funds may be withdrawn from your account as soon as the same day as payment is received. Your account will be debited in the amount of your check and the transaction will appear on your bank statement. You will not receive your cancelled check back, because the original check will be destroyed and an image maintained in our records. If we cannot post the transaction electronically, you authorize us to present a copy of your check for payment.