



GENERAL CONDITIONS

Thank you for choosing **Malcarne Tree PHC and Landscape** to care for your trees, shrubs, perennials and lawn.

Tree and Landscape Care:

1. Malcarne will provide all equipment, material, and labor necessary to completed the proposed work in a professional and workman-like manner according to the guidelines and standards set forth by ANSI A300.
2. All material is guaranteed to be as specified.
3. No climbing spikes shall be used on trees unless otherwise noted.

Property Owner(s) Responsibility:

1. It is the responsibility of the property owner to notify Malcarne of any and all underground utilities which power lines, water & irrigation lines, waste lines, drainage lines, septic fields and in-ground tanks and so forth.
2. Any repair work performed due to undisclosed underground utilities will be at the property owner’s expense.
3. The property owner is responsible for providing accurate information regarding ownership of trees, plant materials and property boundaries.
4. The property owner is responsible for all necessary permits.
5. Malcarne shall be given at least 24 hours advance notice of cancellation of any scheduled service. If a schedule service is cancelled within 24 hours then the property owner may be charged a mobilization fee up to a 10% of the agreed upon daily work scope.

Tree Inspections:

1. The only trees inspected are listed on the proposal.
2. Trees are visually inspected only; no invasive, aerial, or sub-soil inspections are made
3. No formal hazard tree evaluations are completed unless otherwise specified.

Plant Health Care:

1. The property owner, or owner’s agent, may request specific dates of application. Please contact Malcarne if you need specific treatment dates and a new schedule/proposal will be issued.
2. Upon receipt of a signed agreement/contract, product specifications will be provided in a timely fashion for review and approval
3. If we have arranged a pre-determined time to treat your plants and our service technicians arrive and are turned away, we may charge you for the visit as if it were performed.
4. If we cannot perform the application within the date range specified in your proposal, due to factors beyond our control, the default alternate date range will be the following 21 days.

Risks:

1. Malcarne is not liable for damages that occur before work starts; nor trees not yet worked on after the work starts.
2. To live near trees is to accept some degree of risk and the only way to eliminate all risk associated with trees is to eliminate all of the trees. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time. Likewise, remedial treatments cannot be guaranteed. Trees can be managed but they cannot be controlled.
3. Our goal is provide you with the healthiest and most attractive plants possible. Due to many factors affecting the health of your plants that are beyond our control, we cannot promise that your plants will always thrive.

Insurance & Indemnification:

1. Malcarne is fully insured including general liability workers compensation. Certificate of Insurance (COI) are available upon request.
2. The property owner(s) agrees to indemnify and hold harmless, to the fullest extent permitted by law, Malcarne's officers, directors, agents and employees from and against all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any other manner from acts, omissions, breach or default of directors, agents employees and subcontractors.

Consulting Fees:

1. Estimates are free
2. If, after an initial on site meeting to prepare an estimate, more guidance is required to prepare an accurate estimate, Malcarne offers consulting services at an rate of \$150 per consultant per hour during normal business hours from 7am –4:00pm. After 4:00pm, and on weekends, the hourly rate will increase to \$225 per consultant per hour.

Thank you for the trust you place in us to care for your trees, shrub and plants.

Signature: _____

Date: _____

Print Name: _____

Title: _____