



## TERMS AND CONDITIONS and CUSTOMER AGREEMENT

By signing the attached/enclosed Contract (i.e.: estimate, proposal, service contract, confirmation letter, job order) you, the Client (Homeowner or Authorized Participant), are confirming that the homeowner is in agreement with the work description and that the mailing address, billing address, job site address, and contact information are correct. Any alterations made by the client, on the contract are subject to approval and may result in additional charge(s) or refusal.

The Contract pricing includes Port to Port Travel, Basic Equipment, Set-up, Breakdown, Clean-up & Disposal. Any additional Materials (Cables, Mulch, etc.), Pick-up and or Delivery of Supplies by Lupien Tree & Landscape will be invoiced at cost plus. Any additional work or equipment required to complete the work, 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 customer on a time and material basis. Lupien Tree & Landscape is not responsible for damages to underground sprinklers, drain lines, invisible fences or underground cables unless the system(s) are adequately and accurately mapped by the authorizing party and a copy is presented before the crew arrives to perform the work. A minimum charge of \$410.00 applies to tree/shrub pruning, removal, cabling, planting and stump grinding. If the combined confirmed items total less than \$410.00 the minimum charge of \$410.00 will apply.

All Services are rendered at the service address indicated on the contract, unless otherwise stated in writing by Lupien Tree & Landscape and signed authorization is received from the property owner(s) of the involved properties. It is the responsibility of the client to: 1. Obtain written authorization from the homeowner(s) of any involved properties, on an annual basis. 2. Inform Lupien Tree & Landscape, in writing, if they wish to discontinue service(s) or if there is a change in property ownership for any of the involved properties, including client, during the season. Tree/Shrub/Lawn Pest/Disease/Fertilizer applications are administered by MA Licensed Pesticide Applicators and are applied to specific areas as indicated on the contract.

Tree/Shrub Removals, of any size or type, will be cut to as close to grade level as possible, using a chainsaw, and will leave a remaining stump. The resulting wood & debris is removed from the job site, unless otherwise noted on the contract. Grinding of a stump can be accomplished using machinery that chips the stump to below the existing grade level at an additional charge. It does not include the surface roots or chasing roots unless indicated on the contract. The resulting debris, from the stump, is left in a mound, in the hole and around the work area. Removal of the resulting stump debris, adding loam, seed or sod, can be completed at an additional charge. Any wood that may be left onsite, by written request only, is left in trunk sections or limbs with off shoots/branches attached, unsplit and consolidated within the work area. The crew will not split, relocate, or stack any resulting or existing wood unless agreed upon in writing.

All Safety Procedures and Precautions will be followed by all representatives of Lupien Tree & Landscape. It is understood that in some Emergency, Storm Related, Precarious and/or Hazardous situations, such as the removal of dead or decayed trees, limbs or sections that have fallen on or may be leaning towards any plant, structure or vehicle, further damage may occur to property due to the unpredictability that exists in these types of situations. Lupien Tree & Landscape will not be held accountable for any damages that occur under these circumstances.

Scheduling of confirmed service(s) is to be determined by Lupien Tree & Landscape. Work is scheduled based on the proper timing of the confirmed service(s), stock availability, and weather conditions. Advance notice of arrival may not be given unless the client specifically requests this service, in writing, on the signed contract.

Cancellation or Delay of any confirmed contract is required in writing. It is the responsibility of the client to inform Lupien Tree & Landscape, in advance, to discontinue an application or service whether temporary or indefinite. A Delay fee, equal to the minimum charge (outlined above), may be applied if, for any reason, a client chooses to turn away the crew, does not allow the contracted service(s) to be performed by a crew, or the area is not accessible at the time of the visit (after prior notification). A 10% cancellation fee will apply to any contract, canceled by the client, prior to the start of the contract. Refunds may be issued, on an annual prepaid contract, if canceled prior to completion of the contract. Canceled contracts are subject to a cancellation fee of 25% of the total contract price.

Coupons & Discount Offers cannot be combined. The discount or coupon must be noted on the contract and included with the signed contract. All discount offers are void if payment in full is not received within 15 days of the completed service(s). The Angie's List Discount is for new customers only and can only be used once. Angie's List Members must be in good standings, hold a current membership and include the Angie's List Membership number and the expiration date.

Terms of Payment: The Client (Homeowner or Authorized Participant) that signed the contract is responsible for payment in full. Lupien Tree & Landscape will not invoice 3rd party participants re: insurance, estate, neighbor etc. Each item/service is billed upon completion and due upon receipt of each invoice. Payment Plans and Installments can be prearranged but must be approved and outlined on the signed contract prior to scheduling the service. A service charge of 2% per month (24% annually) or a \$5.00 minimum is added to any account balance not paid in full within 30 days of the original invoice date. Lupien Tree & Landscape Guarantees satisfaction with all contracts that have been paid in full.

Questions concerning payment of any invoice must be received within 30 days of completion of work, in order for it to be properly addressed. Payments can be made by Bank, Business or Personal check, Master Card, Visa, Discover or AMEX. A \$25 fee applies to all returned checks.

Please contact us if you have any questions regarding this contract or if you feel that we may be of service in any other way.

Thank You for choosing Lupien Tree & Landscape.