



1. Unless otherwise noted, all brush and wood resulting from the work in the agreement will be removed from the property.
2. Unless otherwise noted, flushed stumps will be left no higher than 12" from the highest point of the surrounding grade.
- 3.. Landscaping damage and/or ruts may occur during tree work. Service Queen will attempt to minimize all disturbances to the customer's lawn and surfaces. However, Service Queen must utilize vehicles & equipment to perform tree care services. Service Queen 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 flower beds, cracking of paved surfaces and/or sidewalk due to weight of trucks/equipment etc.)
3. Your acceptance of this agreement indicates you are ready to have the work performed now and do not need prior notice to crew arrival. Crews may arrive unannounced to perform the work. You may be charged up to \$150.00 if a crew arrives but cannot perform the work due to circumstances under your control, such as physical barriers, you or your agent sending the crew away, etc. If you prefer or require advanced notification, these arrangements can be made and noted on the proposal.
4. Surface marks may occur when brush is removed. Such surface marks do not constitute damage to property, for example, fences, gates, gate posts and/or exterior surfaces. Service Queen is not responsible to repair or replace surface marks caused in the normal course of service.
5. Client is aware that work near a pool entails a possibility of debris/dust entering the pool. Service Queen will not be responsible for pool cleaning and recommends that pool cleaning be scheduled after work is completed at client's expense.
6. Upon completion of the work, Service Queen shall remove all brush and debris from the work zone, and rake to clean the work site. Excess sawdust that cannot be raked will not be removed.
6. Client is aware that tree work involves heavy and loud equipment. Client agrees to not enter the work area during operations unless authorized in writing by the crew leader on-site.
7. Trees and plants are natural, living organisms affected by factors beyond human control. No guarantee on trees, plants or general landscape safety, health or condition is expressed or implied.

The client warrants that all trees listed in the contract are located on his/her property, and if not, that he / she has obtained permission from the adjoining owner to allow Service Queen to

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perform the specified work on them. Should any tree be mistakenly identified as to ownership, the client agrees to indemnify Service Queen for any costs or damages incurred as a result of the mistaken identification.

8. If bees/pests are found while performing work, client will be responsible for their removal.

7. You are responsible for ensuring that any underground utility line or equipment are properly identified and marked prior to any digging conducted by Service Queen. These items may include, but are not limited to, invisible fencing, irrigation, landscape lighting or any other underground wiring or underground pipes or services.

9. Customer responsibility:

a. Work Zone Entry: Customer agrees not to enter the Work Zone during the performance of the work unless authorized by the crew leader on-site. Customers further agree to keep the Work Zone free and clear from all employees, family members, children and pets.


Service Queen is not responsible for pets getting out of any enclosure.

b. Work Zone Clearing: Customers shall remove all toys, furniture, decorations, swing sets, ornaments, potted plants, birdhouses, lighting (on tree and elsewhere), wind chimes, flags, hammocks, tree swings, and any other items of value from the Work Zone prior to commencement of the work. If you cannot move some of these items in advance, require our help or simply do not complete this process then you automatically waive the right to hold us accountable for damage to them.

10. WAIVER OF LIABILITY. TREE REMOVAL EQUIPMENT ARE VERY LARGE AND HEAVY. THE LIABILITY FOR DAMAGE TO ASPHALT/CONCRETE PARKING LOTS, UNDERGROUND UTILITIES, DRIVEWAYS, CURBS AND GUTTERS, AND GRASS IS A POTENTIAL PROBLEM. SERVICE QUEEN WILL MAKE EVERY EFFORT TO AVOID OR MINIMIZE POTENTIAL DAMAGES AND CANNOT GUARANTEE THAT PROPERLY TREE REMOVAL EQUIPMENT WILL NOT CAUSE DAMAGE TO SURFACES. WHILE WORKING ON THIS PROJECT, SERVICE QUEEN WILL NOT BE RESPONSIBLE FOR DAMAGE TO THE FOLLOWING: 1. PARKING LOT SURFACES, SIDEWALKS, DRIVEWAYS AND/OR LAWNS WHILE ENTERING, LEAVING OR MOVING THE LOADS OVER THESE AREAS; 2. PUBLIC STREETS, PRIVATE ROADS, UNDERGROUND VAULTS, SEPTIC TANKS GUTTERS, UNDERGROUND UTILITIES OR ANY OTHER UNDERGROUND SYSTEMS, AND/OR UNDERGROUND PARKING STRUCTURES; 3. IRRIGATION SYSTEMS, LAWNS AND SHRUBBERY THAT MAY BE DAMAGED IF THE TRUCK NEEDS TO CROSS THESE AREAS TO WORK PER CUSTOMER'S REQUEST. YOU AGREE THAT SERVICE QUEEN AND ITS AGENTS AND EMPLOYEES ARE NOT LIABLE FOR ANY DAMAGE RESULTING FROM THE PROPER USE OF EQUIPMENT AT THE FOLLOWING JOB LOCATION, EXCEPT IN ANY INSTANCE OF SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF SERVICE QUEEN EMPLOYEES.

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Service Queen possesses insurance that provides coverage in the event of injury to persons or property arising directly from the negligence of Service Queen and/or its employees. Once the work subject to this contract has been completed by Service Queen, customer/owner agrees to indemnify and hold harmless Service Queen, its employees, and its agents for any injury, loss, or expense in any way related to services performed under this contract, other than as expressly set forth above. In no event shall Service Queen be liable to customer/owner for any damages of any sort that occur more than six (6) months after the scope of work subject to this contract has been completed, regardless of whether the damages arise from the work performed by or at the direction of Service Queen. The parties herein further agree that in no instance can the customer/owner seek damages in excess of Service Queen's applicable policy liability.

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