



## TERMS AND CONDITIONS

- Our management programs are tailored to the health and well being of shade trees, woody ornamentals and evergreens and not for fruit production. We strongly encourage a variety of methods for plant care including Integrated Pest Management which covers cultural, biological, mechanical, physical and chemical controls. Chemical treatments are applied according to label recommendations. Individual results and plant response may vary depending on the health of the plant and surrounding factors.
- Need fertilizing? Plants require certain elements to grown and develop properly. A minimum supply of a particular element can cause the plant to be stunted, have yellowing, mottled or scorched foliage, and if completely lacking, can result in the death of branches. Applying an appropriate fertilizer can correct a deficiency.
- ❖ Branch Tree Service, Inc. is not responsible for damage to underground sprinkler systems or outdoor lighting wires when deep root fertilizing or when doing other sub-soil treatments unless client has adequately mapped out the system and has presented it prior to service date.
- Certain evergreens which maintain a "blue" color may be temporarily discolored after certain types of treatments but will regain natural color.
- ❖ As part of this agreement, you are fully aware of all potential risks and hazards associated with the suggested/requested treatments.
- Be it acknowledged, the authorized signer on this contract, agrees to resolve any dispute or controversy that may arise against Branch Tree Service, Inc. by binding Arbitration. Said Arbitration shall be in accordance with the rules of the State of Michigan and the decision or award by the Arbitrators shall be final, conclusive and binding upon us and enforceable in a court of law.
- ❖ Should it rain within 1/2 hour of any spray application, Branch Tree Service, Inc. will re-spray at no additional cost. You must contact our office and notify us within 24 hours.
- ❖ Weather plays a vital role when scheduling work. Therefore, we cannot guarantee day of service. We will strive to complete your work in a timely fashion and at the appropriate time. Your cooperation in this matter is greatly appreciated.
- ❖ Branch Tree Service, Inc. is not responsible for any temporary residue left when spraying trees/shrubs in the close area of windows, decks, etc.
- ❖ Payments are due net 15 days from invoice unless special arrangements have been made prior to service. Repeated requests for payment may result in service charges or cancellation of further services.
- Customer warrants that all plants related to this estimate are on his/her property or has obtained permission from owner of said item to be serviced by Branch Tree Service, Inc, and will indemnify Branch Tree Service, Inc. from any action in regards to mistaken ownership. In the event should a claim occur, "customer" shall, at their expense, defend and protect Branch Tree Service, Inc. against said claim. If "customer" fails to defend, Branch Tree Service, Inc. shall have full rights to defend, pay or settle said claim with full rights of recourse against "customer" for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

WE CARE: The primary goal of plant care management is to <u>reduce plant damage</u> from insect and/or disease to an acceptable level. <u>Total eradication is an unrealistic goal</u> for both the plant being serviced and our environment. Should a concern arise regarding the progress and care of your tree/shrubs, please call us as soon as possible and we will be happy to review them.

BRANCH TREE SERVICE, INC. strives to service the needs of our clients while caring about our environment.