



Canyon Cutters Service Agreement

TERMS AND CONDITIONS

Scheduling / Completion of Contract:

Canyon Cutters strives to meet agreed upon schedules and performance dates. Work schedules are contingent upon weather, mechanical issues, and other delays beyond our control. *Canyon Cutters* shall not be liable for damages due to those delays.

Rates:

Canyon Cutters day rate allows for an eight (8) hour work day, which includes transport time to and from the job location and the disposal of woodchips or necromass. Unless otherwise noted, our current daily work schedule starts at 7am and ends at 3pm.

Ownership:

The *Contracting Party* warrants that all trees listed are located within the *Property* boundaries, or that the *Contracting Party* has received full permission from the owner to allow *Canyon Cutters* to perform the specified work. Should any tree be mistakenly identified as to ownership, the *Contracting Party* agrees to indemnify *Canyon Cutters* for any damages or costs incurred from the result thereof.

Safety:

Canyon Cutters warrants that all arboricultural operations will follow the latest version of the ANSI Z133 industry safety standards. The *Contracting Party* agrees to not enter the work area during arboricultural operations unless authorized by the crew leader onsite.

Roads / Driveways:

Canyon Cutters strives to minimize any damage to entrance roads & driveways. *Canyon Cutters* is not responsible for driveway damage caused by failure under the load of our equipment on faulty surfaces containing voids under asphalt or concrete; or thin

spots. *Canyon Cutters* takes responsibility for damage caused by falling debris as a result of our work, and will correct said damage to the customers satisfaction.

Lawn / Property Damage:

Canyon Cutters aspires to minimize all disturbances to lawns, property and surfaces. However, *Canyon Cutters* must utilize vehicles & equipment to perform tree care services. Dents from vehicle tires, falling wood, and temporary disturbance to turf from tree care activities is expected. If the *Contracting Party* finds this unacceptable, *Canyon Cutters* can take measures to ensure this disturbance does not occur. This will add labor costs and must be specified in the estimate.

Stump Grinding / Removal:

Stumps can be removed by digging them up, or by grinding. Stump Grinding or Removal is only included if requested and is a separate service. Stump Grinding is a service that must be planned in advance, as *Blue Stakes* needs to mark underground utilities. *Canyon Cutters* is not liable for low voltage wiring or underground irrigation. Please be advised that when using our Stump Grinding Service, there is still a portion of the stump and roots that remain left underground. Grinding is not a Removal. Stump Grinding Service starts at \$375.

Debris Removal:

All debris from tree trimming and tree removal operations shall be reasonably cleaned up at the close of each work day, unless otherwise coordinated by the *Contracting Party* and crew leader. All lawn area shall be raked, streets and sidewalks shall be swept, and all brush, branches, and logs shall be removed from the site.

Wood Chip Disposal:

Areas to dispose of woodchips are becoming an ever-increasing problem in Park City. If local chip dumping options are exhausted and *Canyon Cutters* has to dispose of wood chips in distant areas such as Kamas and Oakley, a \$200 fee will be imposed for every dump run made. The client is always welcome to keep their woodchips, and is encouraged to do so if circumstances permit.

Tree Decline / Failure:

Canyon Cutters will provide an educated opinion of tree health and structural stability based on visual inspection and will inform the *Contracting Party* of any problems found with trees while on property. However, problems or failures may exist beyond the visual inspection. *Canyon Cutters* is not responsible for any decline in tree health or failure of tree, or damage caused by failure of any tree after our work is completed.

Additional Work:

The need for additional labor or equipment that is a consequence of the circumstances not apparent, and/or not disclosed, at the time the estimate was created, shall be billed on a time and material basis.

Unmarked Utilities:

Canyon Cutters 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 *Contracting Party* and a copy is presented before or at the time the work is performed.

Right of Entry / Access Clause:

In the event access through a neighboring easement is required to access the *Property*, *Contracting Party* is responsible for verbal or written permission from said neighboring party to allow *Canyon Cutters*, it's equipment and all personnel access to their

property. Any adverse response will be directed to and addressed by the *Contracting Party*. *Canyon Cutters* will not be held accountable for failed recognition for an access easement by the agreeing party.

Insurance / Indemnity:

Canyon Cutters is insured for liability resulting from injury to person(s) or property and all employees are covered by Workers 'Compensation Insurance. The parties herein agree that in no instance may the customer seek damages in excess of *Canyon Cutters* policy liability. Further, once work is completed by *Canyon Cutters* under this contract, owner agrees to indemnify and hold harmless *Canyon Cutters* and its agents for any injury, loss or expense associated with work performed or in any way related to services performed with this contract. Certificates of insurance coverage are available upon request.

Terms of Payment:

A **20% deposit** is required at the time of booking to secure the job. This deposit is **nonrefundable**, except in the case that *Canyon Cutters* is unable to fulfill the job as agreed. The remaining balance will be divided as follows:

- Contracts extending beyond 10 work days, will be billed upon every **10 days** until completion.
- The **remaining balance** is due upon completion of the job, once the final invoice is issued.

Failure to make the required payments by the due dates will result in a **5% late fee** per month (30 Day Period) on any outstanding balances.

\$100.00 fee for all checks returned to our office for in-sufficient funds.

Cancellation:

Hiring *Canyon Cutters* is a binding contract for the work agreed to be performed. Cancellations at any time will result in the forfeiture of the **20% deposit**. This deposit is **nonrefundable**.

Contractual Agreements Put Forth by Owner & Customer:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

Commitment to Agreement:

By signing this agreement, the Contracting Party acknowledges and agrees to the terms set forth in this document. **The Contracting Party commits to the scheduled work and agrees that any cancellation of the contract after scheduling will incur the cancellation penalty as outlined above.**

Canyon Cutters schedules and prioritizes your job based on this agreement. We rely on this commitment to properly allocate resources and honor all of our client job schedules.

Company -

Accepted By -

Print Name: _____

Print Name: _____

Sign Name: _____

Sign Name: _____

Date: _____

Date: _____