

Client Responsibilities: Permits/Homeowner Association Approval: Client shall complete the necessary forms and pay any costs associated with this need.

Property Lines and Corners: These must be clearly located by the client. Shade Tree Farm will not be responsible for any problems associated with neighboring property use.

Maintenance: Client shall begin maintenance immediately following installation. Care instructions will be provided.

Payment: A deposit of one-third the contract amount is payable upon acceptance of the project with the balance due upon completion of project. Phased projects will be invoiced periodically based on work completed and the deposit pro-rated based on the full contract value.

In case of any kind of default by client, client shall be liable for all collection costs, including court costs and reasonable attorney's fees. Guarantee is void on past due accounts. SHADE TREE FARM reserves the right to remove any trees not paid for in full.

Shade Tree Farm Conditions and Responsibilities: Revisions/Additions to Proposal: The attached proposal is subject to revision/additions or cancellation by SHADE TREE FARM after thirty (30) days, or as otherwise indicated on the proposal/contract.

Scope: Contractor shall furnish all materials, tools, equipment and labor necessary to execute the installation of the plant material specified.
Workmanship: All operations shall be completed in a substantial and workmanlike manner. Drawings and details are to serve as a guide and shall be

followed as close as practical but minor on-site adjustments may be made.

Utilities: SHADE TREE FARM will instruct "Miss Utility" to mark all lines. SHADE TREE FARM will not assume responsibility for damage done to any type of underground object, including utilities that were not properly marked and not within the area marked by "Miss Utility." SHADE TREE FARM is not responsible for any underground items "Miss Utility" does not mark, such as, but not limited to, invisible dog fences, security systems, exterior lighting, irrigation, etc.

Underground Obstruction or Hindrances to Installation: If SHADE TREE FARM encounters any undisclosed subsurface conditions that were not apparent at the time of the executed proposal acceptance (major rocks, roots, stumps, water, clay pan, soil contaminated with toxic substances, or any other obstacles preventing SHADE TREE FARM from installing trees in adherence with industry standards, SHADE TREE FARM, upon discovery, will notify client and receive client's approval prior to taking remedial action. Any costs associated with this will be client's responsibility.

Hardscapes: SHADE TREE FARM is not responsible for damage to hardscapes or drainage piping. **Change in Work by Client:** Alternations, additions, or deviations, shall be charged to client at the normal selling price. If contracted trees have been purchased prior to the change in work, client shall pay costs incurred to dispose of the trees in the change.

Vehicular Access: This proposal has been priced on an available means of access and, should the route or location be changed, SHADE TREE FARM reserves the right to adjust the charge appropriately.

Unavoidable Interruptions: SHADE TREE FARM shall not be held responsible or liable for any loss, damage, or delay caused by weather conditions, strikes, lack of adequate time, or by any other causes beyond SHADE TREE FARM's control.

Insurance: SHADE TREE FARM's workers are covered by workman's compensation insurance, and SHADE TREE FARM carries general liability and business auto insurance.

Land Disturbance: SHADE TREE FARM will make every effort to limit the disturbance to client's land/lawn. Client waives and releases SHADE TREE FARM from and indemnifies SHADE TREE FARM against any and all damage or loss which may be caused to sidewalks, driveways, curbs, irrigation systems, yard, or other surfaces along from the agreed delivery route

Guarantee: Shade Tree Farm adheres to the latest industry standards in the care, growing and installation of your trees to ensure they will grow and increase in beauty and value for years to come. Their survival after our installation is largely dependent upon the care they are given. If proper care is given, it is rare that a tree will fail to take. However, if that happens, the tree will be fully covered for a like size and value one time replacement. Exceptions to the guarantee are as follows:

- Trees not included on our proposal, not furnished by us, moved at client's request after initial installation, or transplanted. • Losses due to mechanical damage, vandalism, animals, fire, snow or any other condition beyond control of the Company. • Losses due to improper application of pesticide, herbicide, fertilizer or any other chemical by the Client. • Trees not given reasonable and proper care by Client, including under or over water, excessive or untimely pruning and insect or fungal infestation. • Trees removed by Client prior to inspection by the Company
- Trees that have been discounted by the company.

TO MAKE A CLAIM: It is the responsibility of the Client to advise our office promptly in writing, by mail, e-mail or FAX (703) 754-3601, whenever they believe replacements are necessary during the guarantee period. Upon prompt notification, we will conscientiously endeavor to diagnose the cause of the failure. In no case shall we be liable for more than the purchase price to the tree delivered. If any of the above items is the cause of the failure, then the Client will be responsible. If the failure was NOT caused by any of the exceptions listed, the company will remedy the situation.

OUR GUARANTEE IS VOID IF ALL ACCOUNTS ARE NOT PAID AS SPECIFIED AND AS AGREED TO ON THE PROPOSAL. The client understands the guarantee and has received a copy of this document. _____