Tree Removal Contract

Tree service agreement between a contractor and a customer

Contract no. _____

Date _____

1. Parties

Contractor _____

Address _____

Phone / email _____

License no. _____

Insurance _____

Customer _____

Billing address _____

Phone / email _____

Job address _____

2. The work

The Contractor will do the work below at the job address.

Tree and where it stands	Work	Price

Method: □ Climb and rig □ Bucket truck □ Crane □ Fell from the ground

Brush and wood: □ Chip brush and haul away □ Haul away logs □ Leave wood chips on site

Firewood: □ Leave firewood for the Customer, cut to ____ in. and piled at: _____

Cleanup: □ Rake and blow the work area □ Other: _____ Done by: □ the end of the last work day □ _____

Stump: □ Grind stump and surface roots to ____ in. below grade □ Fill with topsoil and seed □ Cut low and leave □ Not included

The Contractor does the work to the ANSI A300 standards for tree care and the ANSI Z133 safety standard for arboricultural operations, and follows all state and local laws.

3. What is not included

Only the work written in section 2 is included. Unless section 2 says so, this contract does not include: stump grinding, root removal, hauling away wood, lawn or landscape repair, fence removal or repair, and permit fees.

4. Price and payment

Total price for the whole job: $ _____ Sales tax, if any: $ _____

Deposit due when this contract is signed: $ _____ Balance: $ _____

The balance is due: □ On completion □ Within ____ days of the invoice

Accepted payment: _____

Amounts unpaid after the due date carry a late fee of ____% per month, where the law allows it.

5. Schedule

Planned start date: _____. Planned completion date: _____. Weather, safety and equipment problems can move the dates. The Contractor will tell the Customer as soon as a date changes. A moved date is not a breach of this contract.

6. The Customer's part

The Customer confirms that they own the tree(s) listed in section 2, or have written permission from the owner. If a tree stands on or near a property line, the Customer has the neighbor's consent.

The Customer gives the crew access to the site on the work day and moves vehicles, furniture and other items out of the work area.

The Customer marks or tells the Contractor about private underground items before work starts: sprinklers, septic tanks and lines, invisible dog fences, private gas, electric and water lines, and landscape lighting.

7. Utilities and permits

Before stump grinding or any digging, the Contractor contacts 811 so that the utilities mark their buried lines. The Customer tells the Contractor about lines the Customer owns, see section 6.

Permit, if one is needed, is handled by: □ Contractor □ Customer □ No permit needed

8. Insurance

The Contractor carries general liability insurance of $ _____ per occurrence and the workers' compensation cover that the state requires, and shows a certificate of insurance if the Customer asks for it.

9. Damage and hidden conditions

The Contractor works with care and repairs damage that its crew causes through carelessness.

The Contractor is not responsible for damage to underground items that were not marked or disclosed, or for normal marks on the lawn where equipment has to cross it to reach the tree.

If the crew finds something that could not be seen when the price was given (for example metal or concrete inside the trunk, heavy rot, or a protected nest), the Contractor stops and tells the Customer. Extra work and its price are then agreed under section 10.

10. Changes

Any change to the work or the price is agreed in writing before the extra work is done. A text message or email that both sides confirm counts as writing. Extra work that is not priced as a fixed amount is charged at $ _____ per hour.

11. Cancellation

The Customer may cancel up to ____ days before the planned start date and gets the deposit back. After that, the Contractor may keep the part of the deposit that covers costs it already has, such as crane or equipment bookings.

If the law gives the Customer a right to cancel, for example the FTC Cooling-Off Rule for certain sales made at home, that right applies in addition to this section.

12. No guarantee about living trees

Trees are living things. The Contractor does not guarantee the health, growth or survival of any tree or plant after pruning or other work, and does not guarantee that a tree is safe from storm damage.

13. Law and whole agreement

This contract is governed by the laws of the State of _____. This document, with any signed change under section 10, is the whole agreement between the Contractor and the Customer.

_____	_____
Customer signature and date	Contractor signature and date

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