



**BARREN TREE SOLUTIONS**  
INCORPORATED

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## **GENERAL TERMS & CONDITIONS:**

- I. All work shall be performed in accordance with the current edition of ANSI Z133.1 - Safety Requirements for Arboricultural Operations. Additionally all tree pruning will adhere to the ANSI A300 - Pruning, and ISA's Best Management Practices - Tree Pruning.
- II. As a rule Barren Tree Solutions Inc. makes every practical effort to limit the impact of their work to the surrounding grounds and hardscape surfaces. The nature of Arboricultural Operations, however, can result in certain damages such as: dents, divots, cracks, breaks, wheel and track marks, left from tree debris, persons, trucks and/or equipment during the course of work. Barren Tree Solutions Inc. is not responsible for restoration of these effects unless otherwise specified in this contract or if such damage results from its negligence.
- III. Tree Removal and Stump Grinding: The term "Removal" refers to the dismantling, cutting or felling process of a tree or shrub leaving the stump cut as close to ground level as practical. Removal of the subsurface portion of a tree or shrub stump shall be referred to as "Stump Grinding". Unless otherwise stated in the proposal, Stump Grinding is not included in Removal quotes. When included, unless otherwise detailed, stumps will be ground no more than 6-8 inches below grade, Barren Tree Solutions Inc will not chase surface or subsurface root systems, and the resulting grinding material will be left as back fill raked into a pile.
- IV. While performing stump grinding operations Barren Tree Solutions Inc. shall not incur any liability for damage to any underground utilities, irrigation systems, cables, wires, or structures that have not been properly marked prior to the scheduled work. If utility markings indicate that the grinding area is within two feet of the underground utilities, Barren Tree Solutions Inc. shall no longer have obligation to carry out grinding operations and any payment made in advance shall be refunded within 10 days from written notice to the client.
- V. The Client acknowledges that payment for services rendered under this Agreement constitutes a personal obligation and may be enforced in accordance with the laws of the Commonwealth of Virginia. Nothing in this Agreement shall be construed to waive any statutory rights or exemptions available to either party except as expressly permitted by law. The client further understands that payment, unless otherwise specified, is due upon receipt. Accounts unpaid after (14) days will incur a \$50 administrative fee. Accounts unpaid after (30) days are subject to a finance charge of 1.5% per month on the unpaid balance until paid in full.
- VI. If a dispute arises regarding tree ownership or property boundaries, the client shall be responsible for and shall indemnify Barren Tree Solutions Inc. from any damages, losses, or expenses directly resulting from the client's misrepresentation or failure to obtain required permissions.
- VII. Cancellation: If Client cancels scheduled work less than forty-eight (48) hours before the scheduled start time, Barren Tree Solutions Inc. may assess a cancellation fee of \$150 or 10% of the quoted price (whichever is greater) representing expenses incurred for scheduling, administrative, and logistical preparation costs as liquidated damages and not as a penalty. All changes and cancellations must be submitted in writing to Barren Tree Solutions Inc.
- VIII. In any action to enforce this contract to collect payment for services rendered, Barren Tree Solutions Inc. shall be entitled to recover any administrative costs and expenses, including attorney's fees, court costs, and interest at 18% per annum. This finance charge shall apply to unpaid balances from the date due until payment is received in full. Interest shall not compound, and equally applies to consumer and commercial contracts.
- IX. If any clause or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and there shall be deemed substituted for the affected clause or provision a valid and enforceable clause or provision as similar as possible to the affected clause or provision. This contract shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia and the County of Prince William where Barren Tree Solutions Inc. is located.
- X. Barren Tree Solutions Inc. shall not incur any liability for any delay in performance, or for the non-performance, of any of its obligations under these Terms & Conditions by reason of any cause beyond its reasonable control. Such events include but are not limited to any acts of God, disruption in labor, breakdown or malfunction of equipment or change in weather that make performance of this obligation imprudent, unsafe, or substantially more expensive. Barren Tree Solutions Inc. will work with the client to complete all work within a reasonable time (30 days) should any delay occur.