



BARREN TREE SOLUTIONS
INCORPORATED

13112 OLD CHURCH ROAD
NOKESVILLE, VA 20181
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INFO@BARRENTREESOLUTIONS.COM

Treemek Rate:

- \$275.00/hour with a 4 hour minimum
- Clock starts with arrival time at the first job and stops with the departure time from the final job.
- Job sites that are further than 20 miles from Nokesville Virginia may include a trip fee. This fee will be discretionary on a case by case basis.
- This rate is for operator plus a PK40002 EH D with a Mecanil SG280 capable of a 20" cut, (1) dual leg-30' grade 100 chain sling, (1) single leg-13' grade 100 chain sling

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CONTRACT AGREEMENT:

- I. **THE UNDERSIGNED** (hereinafter called “Prime Contractor/Lessee”) hereby certifies that he/she is either the owner, corporate officer and/or agent of and is duly authorized to enter into this Agreement with Barren Tree Solutions Inc. (hereafter called “Subcontractor/Lessor”) for the rental of a crane and/or other equipment (hereinafter called “Equipment”), and thereby agrees to the following:
- II. To rent Equipment from Subcontractor/Lessor for the intended purpose of lifting objects according to manufacturer’s specifications, design and capacity of the Equipment. Prime Contractor/Lessee assumes all liability for the ratings of lifting slings, chains or ropes not owned/provided by Subcontractor/Lessor, the adequacy of design and/or the strength of any lifting lug(s) or device(s) embedded in or attached to any object(s) lifted, as well as the procedure/method of attachment of any lifting sling, chain, or rope to the object(s) being lifted by an employee or subcontractor of Prime Contractor/Lessee.
- III. Prime Contractor/Lessee agrees to indemnify and hold harmless Subcontractor/Lessor, its agents, principles, officers, and managers from any and all claims, whether legal in equity or otherwise, for death or injury to persons, including Subcontractor’s/Lessor’s employees, and from any and all losses, damages and/or injury to property and chattel, including equipment, arising, in part or in full, from Prime Contractor’s/Lessee’s actions whether negligent, intentional, or otherwise.
- IV. Payment, unless otherwise specified, is due upon receipt from the invoice date. If Prime Contractor/Lessee 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.
- V. If a dispute arises regarding tree ownership or property boundaries, the Prime Contractor/Lessee shall be responsible for and shall indemnify Subcontractor/Lessor from any damages, losses, or expenses directly resulting from the Prime Contractor/Lessee’s misrepresentation or failure to obtain required permissions.
- VI. In any action to enforce this contract to collect payment for services rendered, Subcontractor/Lessor 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.
- VII. 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 the Subcontractor/Lessor is located.
- VIII. Subcontractor/Lessor shall not incur any liability for any delay in performance, or for the non-performance, of any of its obligations under this contract agreement 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. Subcontractor/Lessor will work with Prime Contractor/Lessee to complete all work within a reasonable time (30 days) should any delay occur.
- IX. The terms of this Agreement shall commence on the date hereof and shall continue for all future work unless revised in writing by the Subcontractor/Lessor.

AUTHORIZED SIGNATURE: _____ **DATE:** _____