



This contract (“The Contract”) is made on the between BIGFOOT TREE CARE, LLC (“The Company”) and “The Client” named in the Service Agreement for the specified services listed on the same, herein referred to as “The Work”. The parties agree as follows:

1. Bigfoot Tree Care, LLC agrees to:
  - a. Perform The Work outlined in the Service Agreement.
  - b. Provide evidence of, at minimum, One Million Dollars (\$1,000,000) general liability insurance upon request.
  - c. Provide all tools, equipment, and labor required to perform The Work.
  - d. Perform The Work in a safe and professional manner to the standards set forth in ANSI Z133 and ANSI A300.
  - e. Pay all fees associated with any subcontracted services and shall in all instances remain responsible for completion of The Work.
  
2. The Client:
  - a. **Tree work is subject to the whims of nature. As such your work may be rescheduled as needed due to weather or other unforeseen circumstances.**

Acknowledges that work pertaining to trees and other forces of nature is oftentimes unpredictable and relies on decisions made with the best information available at the time. While Bigfoot Tree Care, LLC shall make all reasonable effort to complete The Work within agreed upon timeline but shall not be held liable for delays occurring as a result of inclement weather or other cause beyond control of The Company. An estimate of the time required to complete The Work and a Start Date are provided as a courtesy and any deviation from that date or time frame shall not constitute a breach of contract nor entitle The Client to any additional rights or remedies.
  - b. **Tree work is inherently dangerous; stay clear of the work zone and do not distract, harass, or otherwise engage with workers during operations.**

Acknowledges that tree care and its associated activities are inherently dangerous to those performing The Work and those in and around The Jobsite. The Client agrees to stay clear of The Jobsite and immediately obey any and all directives given by Bigfoot Tree Care, LLC while The Work is being performed. The Client has been advised that if The Client acts in any manner which creates an unsafe work environment for The Company and its associates or any individual or property of concern to The Company or associates that Bigfoot Tree Care LLC reserves the right to declare The Jobsite unsafe and terminate this contract without reimbursement of any fees paid by The Client and without further obligation to clean, improve, or otherwise interact with the jobsite.
  - c. **Tree work is high impact; incidental damage to lawns, trees, shrubs, and other property is possible and will be the responsibility of the property owner to repair.**

Acknowledges that in the course of performing The Work, Bigfoot Tree Care, LLC will take all reasonable precautions necessary to avoid damage to other trees, plants, shrubs, grasses, terrain, structures and other property on the job site, and agrees not to hold The Company liable for any damages to said trees, plants, shrubs, grasses, terrain, structures, and other property that might occur as a result of The Work including but not limited to divots, ruts, bent or broken branches, scratches, dents, or destruction.
  - d. **You affirm that you have the legal right and/or permission to allow this work done and will have secured any permits necessary before the work is to begin.**
    - i. Represents and warrants that all trees, plant material, and property upon which The Work is to be performed are either owned by The Client or, if not owned by The Client, that the owner of such trees, plants, material, and property has authorized The Client to have The Work performed. The client agrees to accept all responsibility, fees, damages, and consequence of work or damages incurred due to The Client’s failure to secure such authorization.

- ii. Acknowledges that the final decision for tree removal or maintenance may be at the sole discretion of the Town, Village, City, County, or other government entity in which The Jobsite is located, and it is the responsibility of The Client to secure any permits or authorizations to perform The Work and shall provide copies of the same to Bigfoot Tree Care, LLC prior to any of The Work being completed. If any portion of the Work has been completed and Bigfoot Tree Care, LLC is required to stop due to a lack or denial of a permit, the Company shall not be required to refund any fees already paid by The Client and shall have no further obligation to clean, improve, or otherwise interact with the jobsite until the proper permit has been acquired by The Client.
- e. **You are granting us permission to access your property for the work requested.**  
Hereby grants Bigfoot Tree Care, LLC a license to access and utilize such trees, plants, material, and property to whatever extent The Company determines is necessary to perform The Work.
- f. **Cleanup will be restricted to exterior spaces and limited to a reasonable standard.**  
Acknowledges that if the job is indicated as a “clean up” job, The Company will attempt to remove as much debris as possible following the Work, but 100% removal is not guaranteed, and cleanup efforts will be limited to the exterior of any structures and the immediate vicinity of the Work.
- g. **Any complaints shall be filed within five (5) days of completion.**  
Agrees to inspect The Work and file any complaints with The Company no later than FIVE DAYS of completion of The Work, thereafter waiving any right or claim to further service under this agreement.
- h. **You are hiring Bigfoot Tree Care, LLC at your own risk.**  
Hereby RELEASES, ACQUITS, AND FOREVER DISCARGES and shall DEFEND, INDEMNIFY, AND HOLD HARMLESS Bigfoot Tree Care, LLC, its subsidiaries and affiliates and the present and former directors, officers, employees, agents, and representative and the respective heirs, administrators, executors, successors, and others from any and all claims, causes of action, suits and/or demands for personal injury, death, or property damages, accrued or to accrue in the future, known or unknown relating to or arising out of any negligent, grossly negligent, and/or intentional or unintentional acts in connection with their entry into and participation in The Contract with Bigfoot Tree Care, LLC. Without limiting the forgoing, the undersigned agrees that The Company shall not be liable to him/her, their family, heirs, administrators, executors, or assigns for claims arising from or related to the undersigns entry into The Contract with The Company.
- i. **Full payment is due immediately upon completion of the work.**  
Agrees to pay the balance of the agreed upon fee, less any deposit, immediately upon completion of The Work. The Client acknowledges that The Company may, at its discretion, assess an interest rate of 0.04% for each twenty-four-hour period following completion of The Work on any unpaid balance. If The Client fails to pay for The Work in full within THIRTY (30) DAYS of completion, The Company may, at its discretion, view such action as material breach of The Contract and may seek legal remedy.
- j. **Special installations may require periodic inspection.**  
If a tree support or protection system has been installed including but not limited to lightning protection, cabling, or bracing, The Client has been informed that such systems REQUIRE one month, three month, and ongoing annual inspections following installation to verify continued efficacy and safety and it is the responsibility of The Client to ensure those inspections occur.
- k. **Other**
- i. The Contract shall be governed by the laws of New York State.
  - ii. The Contract contains the entire understanding of Bigfoot Tree Care, LLC and The Client with respect to The Work to be performed and reflects the prior agreements and commitments with respect thereto. There are no oral understandings, terms, or conditions and neither party has relied upon any representation, express or implied, not contained in The Contract.
  - iii. The Contract may only be amended by a written agreement signed by both The Company and The Client.
  - iv. No waiver by either party of any breach or provision of The Contract will be binding unless made in writing and any such waiver will extend only to the specific breach or provision waived and not to any future breach.
  - v. Indemnities against, releases from and limitations and exclusions on liability expressed in this contract will apply even in the case of the fault, negligence, or strict liability of the party indemnified or released or whose liability is limited, and will extend to the benefit of the officers, directors, employees, agents, representatives, subcontractors, and affiliates of such parties.