



## Terms and Conditions of Plant and Guarantee

LMI Trees offers plant & guarantee services for a flat rate within the metroplex area. Any jobs beyond a 50 mi. radius will be subject to additional freight charges and possibly other travel expenses depending upon mileage. Under this flat rate the contractor assumes responsibility for all site preparation including but not limited to:

- ◆ Contractor must mark all tree locations.
- ◆ Contractor must remove fencing or other barriers.
- ◆ Contractor must locate all utility\* and cable lines and relocate irrigation lines in planting area before arrival of planting crew. \*Effective October 1, 1998 state law requires that Dig Tess, 1-800-344-8377 be contacted to locate utility lines before excavating. This is a free service and LMI will not begin planting at any site until this has been done. LMI will not be held responsible for any utility and/or irrigation lines/heads not covered under the Dig Tess locate that have not been located/moved. Contractor agrees that LMI may cut irrigation lines as necessary or Contractor will have an Irrigation Contractor on site when digging begins.
- ◆ Contractor must request a pre-site inspection if site has difficult access or obstacles that may require additional time or equipment such as but not limited to rock or other underground obstacles, retaining walls or pools. LMI's planting quote assumes there is direct access to the planting site. Sites with limited access and/or other obstructions are subject to additional charges for extra labor hours and the use of additional equipment. Site/tree may require the use of a crane service and is not included in the standard P&G quote. Contractor may work directly with the crane company or LMI will coordinate inspections, permits, barricades, installation schedule, etc., with crane operator at invoice plus 20% payable to LMI Trees. LMI assumes no liability for crane operations. It is contractor's responsibility to inform client of potential liability and determine whether contractor or client assumes liability. Due to the size and weight of our trees and the equipment necessary to plant, LMI cannot guarantee there will be no damage to sidewalks or driveway. However our crew will take every precaution to prevent any breakage. In the event of damage the Contractor or owner assumes full responsibility for all repairs.
- ◆ Contractor/Owner assumes responsibility for providing sufficient/proper water to each tree. Since weather conditions can be extreme during the course of the year in the metroplex area a standard watering program will not be provided by LMI Trees.

LMI assumes responsibility for digging the planting holes, setting the tree, backfilling the planting hole and watering tree in. It is our policy to stake all trees 4" and under and to install inspection tubes on all trees 6" and over. Cost of tree staking kits and inspection tubes are included in quote. All trees installed by LMI are guaranteed for a period of (1) year and in good health and free of pests at time of installation. LMI Trees strongly discourages the planting of annuals, perennials, shrubs, and other such ornamentals in or around the tree ring for a period of (1) year from installation. Watering requirements for this type of plant material is often well above the need of the tree and can cause decline and even loss of the tree. LMI Trees cannot be held liable for losses due to drought, frost, fire, flood, tornado, other severe weather conditions (e.g. extreme winter weather), vandalism, theft, animals, traffic, construction, lack of or excess moisture, or other factors beyond control of warrantor. To help insure the health and life of the tree LMI will do routine site/maintenance inspections and forward the results to both the Contractor and the Property Owner.

Job Name \_\_\_\_\_ Address \_\_\_\_\_

Warranty Period \_\_\_\_\_

Contractor signature \_\_\_\_\_

Date \_\_\_\_\_