



This Consulting Arborist Agreement is made _____(date), _____(year)

By Conservation Tree Care Inc. ("Consultant") and _____(client)

Site: _____

Scope of services:

- Site Visit
 - Level One (limited visual)
 - Level Two (detailed visual)
 - Level Three (advanced) _____
- Specific Scope _____

Deliverables:

- Field Notes with findings
- Memo/Report with recommendations and findings upon request
- Level Two (detailed visual) Risk Assessment results
- Management / Construction recommendations as needed
- Phone calls and email correspondence as needed
- Other: _____
- Legal Services (Unless box is checked, our scope of work does not include expert witness services, including the preparation of an expert report or testimony at arbitration, deposition and/or court proceedings)

Fees and Terms

- 1.1 Standard Minimum Call Out Charge \$125, \$250, \$375 according to travel zone
- 1.2 Field team minimum Call Out Charge \$250, \$350, \$450 according to travel zone
- 1.3 Fees are calculated in ¼ hour increments after minimum call out charge. Priority services will be billed at 1.5 times these rates.
- 1.4 Fees. Client shall pay consultant for work performed and for on call status at the rate of \$125 per hour for each senior arborist, \$100 per hour for field technician.
- 1.5 Accepted payment methods include cash, check, or credit card.
- 1.6 Invoices shall be paid in full before written reports will be transmitted to the client
- 1.7 Additional services. See current fee schedule. Additional site visits will be charged for travel at arborist hourly rate.
- 1.8 Costs. Client will pay Consultant for actual field and travel expenses reasonably and necessarily incurred.
- 1.8 Retainer. Client shall pay a retainer of \$ _____ to initiate and maintain this agreement
- 1.9 Conservation Tree Care Inc. May withdraw this consulting agreement if it is not accepted within 30 days.
- 1.10 This consulting arborist agreement shall be valid for one year from the date signed.



Notices. Notices and invoices sent Client shall be sent to:

Name: _____

Address: _____

E-mail: _____

Phone: _____

Notices to consultant shall be sent to:

Conservation Tree Care Inc.

12037 80th Ave S

Seattle Wa 98178

info@conservationtreecare.com

206-486-3398

Client signed: _____

Print Name: _____

Date: _____

Consultant signed: _____

Print Name: _____

Date: _____



ADDITIONAL CONTRACT TERMS:

2.1 Services. Consultant agrees to perform for Client the consulting arborist services listed in "Scope of Services." Client agrees that Consultant shall have such access to Client's property, personnel, and resources as Consultant deems necessary to perform the Services. Consultant will begin work upon either written or verbal authorization from the Client.

2.2 Payment for Services. Client shall pay the amount agreed herein upon receipt of invoice. Consultant shall send invoice via email. Failure of the Client to notify Consultant in writing of any disputes with the amount of any invoice, within thirty (30) days of receipt by the owner, shall be considered acceptance of those invoices for payment under this agreement. If payment is not received within thirty (30) calendar days of the date of the invoice, the Client shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. In addition, a 3% fee of invoiced sum will be collected to cover the cost of additional administrative work. The right to charge and collect interest is in addition to, and not substitution for, the right to suspend or terminate in the event of the Client's failure to make timely payments.

2.3 Confidential Information. Consultant agrees not to release to any third party any confidential information Consultant learns during the performance of this Agreement.

2.4 Independent Contractor. Consultant is an independent contractor and no employee of Consultant is or shall be deemed Client's employee. Consultant reserves the right to determine the method, manner, means, order, and sequence by which Consultant will perform the Services. Consultant need not perform the Services during a fixed hourly or daily time, and if Consultant performs the Services at the Client's premises, Consultant's time spent at the premises will be at Consultant's discretion, subject to Client's normal business hours and security requirements. Consultant shall not be required to devote Consultant's full time to the performance of the Services. Consultant will provide all materials used in providing the Services.

2.5 Termination. Either party may terminate this Agreement. Client shall be obligated to Consultant for Services provided through receipt of a notice of termination.

2.6 Use of Work Product. Except as specifically set forth in writing and signed by Consultant and Client, Consultant shall have and retain all copyright and other intellectual property rights with respect to all reports and materials developed under this Agreement, and Client is hereby granted a limited, non-exclusive license to use and employ such materials in Client's business. Ownership and use of Consultant's documents, work product and deliverables developed under this Agreement shall not pass to the Client until Client has paid in full for all Services. The Services, including any written materials prepared pursuant to this Agreement shall be subject to the Consultant's assumptions and limiting conditions included within any deliverables. All photographs taken on site shall remain the property of Consultant and may be used for future marketing and educational purposes.

2.7 Additional or Changed Services. If Client instructs Consultant to add to or change the Services, Consultant may take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such additional or changed Services and expenditure at the rates set forth in Consultant Fee Schedule.

2.8 Complete Agreement. This Agreement, including any exhibits and schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client is entering into this Agreement solely on the basis of the representations contained herein.

2.9 Applicable Law; Venue. This Agreement shall be construed in accordance with Washington laws and venue over any action shall be laid in King County, Washington.

2.10 Assignment. Neither the Client nor Consultant may assign this Agreement without the prior written consent of the other party. Except for this prohibition on assignment, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Consultant and the Client.

2.11 Access to Defined Area. Consultant has agreed to undertake Services on the subject Site. Consultant assumes that the Client owns or is the agent for the owner of the Site and that the legal description of the Site provided by the Client is accurate. The Client grants a non-exclusive license to access the Site to the Consultant for the limited purpose of providing Services.

2.12 No Warranty. Consultant makes no warranty or guarantee, express or implied, that problems or deficiencies of the plants or Site in question may not arise in the future. Neither the Arborist nor Conservation Tree Care, Inc. has assumed any responsibility for liability associated with the trees on or adjacent to this project site, their future demise and/or any damage which may result therefrom. The Client acknowledges that any changes to an established tree's environment can cause its decline, death and/or structural failure.

2.13 Provided Information. The Client will provide the Consultant information that is available to Client, and deemed necessary by Consultant to complete the Work. The Client authorizes the Consultant to supplement that information, as required to complete the Work, from sources that Consultant considers reliable. No additional cost shall be incurred without prior written Client approval for such information. The Consultant may rely on third-party information for its Work. The Consultant bears no obligation if the information is inaccurate or incomplete.

2.14 Assessment Standards. Consultant assessments, and any resulting recommendations or reports, are made in conformity with acceptable evaluation/diagnostic reporting techniques and procedures, as recommended by the International Society of Arboriculture.