

Complete Tree Care Inc.

Emergency Tree Removal Contract

UNDERSIGNED INFORMATION

First Name: _____ **Last Name:** _____

Address: _____

Phone Number: _____

Insurance Company: _____

Claim Number: _____

Email: _____

Date: _____

The undersigned, **First:** _____ **Last:** _____ ("Homeowner"), executes this Work Order, granting Complete Tree Care, an Indiana company located at 11219 House Street, Indianapolis, IN 46259, the authority to perform the Scope of Work at the property located at:

Work Site Address: _____

This contract authorizes emergency tree work and related services.

This "Contract," including all price charts, scope of work, sketches and drawings, special remarks, and amendments initialed or executed by the parties, shall constitute the full agreement.

_____ (**Initials**) I acknowledge and agree to the Scope of Work:

1. Removal of fallen tree(s)
2. Stump grinding (if needed)
3. Hauling of debris
4. Tarping of roof (if needed/available)
5. Fabrication of ingress/egress structures for equipment access (if needed)
6. Arborist assessment (if needed)
7. Administrative services (invoicing)

The undersigned affirms they are the homeowner or an authorized agent, and agrees to the scope of work and authorizes Complete Tree Care to begin work.

_____ (**Initials**)

PAYMENT TERMS

By signing this contract, you agree that this is a binding agreement and that you are responsible for timely payment, regardless of insurance coverage.

- We bill in hourly time increments, as described in the Price Chart below.
- Our minimum charges are also listed in the Price Chart.
- We charge higher rates for **immediate deployment**—defined as any work that begins within 24 hours of notice or that causes pre-scheduled work to be rescheduled.

- Charges include all time necessary to render services, including travel time to/from the work site.

Due to the emergency nature of the work, Complete Tree Care may not be able to inspect the site beforehand. Therefore, no detailed written price estimate will be provided prior to completion, and no guarantees are made in advance.

_____ (Initials)

IMMEDIATE DEPLOYMENT RATES

- A 15% fee applies to debris removal (if applicable).
- Additional fees apply for equipment operators, demobilization, and administrative support for insurance communication.

_____ (Initials)

ADMINISTRATIVE RATES

Administrative services for insurance documentation and negotiations (beyond standard photos/invoices) are billed at **\$150.00/hour**.

_____ (Initials)

CONCEALED CONTINGENCIES

Homeowners must provide a safe and workable site. You are responsible for all costs resulting from unanticipated site conditions (e.g., debris, rocks, environmental hazards). Complete Tree Care is not responsible for repairing such issues and shall not be liable for damage caused by heavy equipment to paved or landscaped surfaces.

_____ (Initials)

TERMS OF PAYMENT

- Invoices are payable upon receipt.
- Late payments accrue interest at 1.5% per month (18% annual) or the maximum allowable by law.
- Deposits are **non-refundable** and earned in full upon receipt.
- Returned checks incur a **\$100.00** service fee.
- Disputed payments or insurance misdirection will be treated as contract breaches, subject to **liquidated damages** and **legal fees**.

You authorize communication by phone, email, or SMS for billing purposes.

DIRECT PAY AUTHORIZATION

By signing this contract, you authorize your insurance company to pay Complete Tree Care directly. Attempting to divert these payments constitutes a breach of contract.

_____ (Initials)

ASSIGNMENT OF BENEFITS

By signing this contract, you:

1. Assign all insurance rights and claims related to this work to Complete Tree Care.
2. Authorize Complete Tree Care to collect, negotiate, and settle claims.
3. Waive privacy rights regarding related insurance info.
4. Direct insurance companies to release information and make payments directly to Complete Tree Care.
5. Grant Complete Tree Care the right to demand an appraisal or take legal action to recover payment.
6. Agree to assist in ensuring payments are properly directed.

_____ (Initials)

WORKMANSHIP

Work will be performed professionally by trained personnel using appropriate equipment. Emergency work may include cranes, loaders, chippers, and lighting. Complete Tree Care reserves the right to determine necessary tools and methods.

_____ (Initials)

PERFORMANCE

Crews may arrive without notice unless otherwise agreed in writing. While we aim to meet schedule estimates, delays due to weather or other uncontrollable factors are not grounds for cancellation.

_____ (Initials)

INSURANCE

Complete Tree Care maintains general liability, with umbrella insurance, and Workers' Compensation insurance.

_____ (Initials)

STUMP GRINDING

Complete Tree Care will arrange for Stump grinding

_____ (Initials)

ACCESS TO WORK

You agree to provide free and clear access to the worksite and make driveways accessible. We are not responsible for damage to driveways, landscaping, or other surfaces. Employees are not responsible for managing pets or children on the property.

_____ (Initials)

PROPERTY LINES & RESTRICTIONS

You are responsible for identifying property boundaries and providing documents related to easements or restrictions.

_____ (Initials)

OWNERSHIP WARRANTY

You warrant that you own or are authorized to authorize work on the property. You agree to hold Complete Tree Care harmless if this warranty is inaccurate.

_____ (Initials)

PERMITS

You are responsible for securing and paying for any required permits.

_____ (Initials)

INHERENT RISKS

Tree work is inherently hazardous. While our work aims to reduce risks, no guarantees can be made, especially in storms or other “Acts of God.” Some hazards may not be detectable.

_____ (Initials)

INDEMNIFICATION

You agree to indemnify and hold Complete Tree Care harmless for any claims, damage, or loss—unless caused by our willful misconduct. In no case shall your recovery exceed what you paid Complete Tree Care.

_____ (Initials)

CONCEALED UTILITIES & DAMAGE WAIVER

Complete Tree Care is not liable for damage to underground utilities, irrigation systems, fences, or buried objects. We are also not responsible for surface damage from equipment use.

WAIVER OF RIGHT TO CANCEL

By signing below, you acknowledge that emergency services are needed and waive your right to cancel under applicable consumer protection statutes once mobilization begins.

_____ (Initials)

ACTS OF GOD

You acknowledge that unforeseen events (e.g., weather, supply shortages, war) may delay work. This does not void your payment obligation.

BREACH & TERMINATION

Financial breaches require 2 days' notice to cure; other breaches allow 10 days. If uncured, the other party may seek legal remedies. Complete Tree Care may terminate this contract at any time, with or without cause.

GOVERNING LAW:

By execution of this Contract, you agree that this Contract shall be construed and interpreted in accordance with the laws of the State of Indiana and to submit to the exclusive jurisdiction of the Courts located in the county of the job location in connection with any litigation arising out of this Contract. You agree to submit to the jurisdiction of these courts and waive all objections to this form, including without limitation forum nonconvention.

SERVERABILITY AND INTERPRETATION:

If any provision of this contract is held illegal or unenforceable in a judicial proceeding, such provisions shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding upon the parties. This Contract shall not be construed with reference to the party that caused it or any part of it to be prepared, and the doctrine of contra proferentem shall not be applied in any action arising out of or relating to this Contract.

Signature: _____ **Date:** _____

RESOURCES AND PRICING

Role/Equipment	Rate per Hour	Minimum Hours
Equipment Operator	\$150	4 hrs
Climber	\$200	4 hrs
Labor	\$100	4 hrs
20–35 Ton Crane	\$360	8 hrs
36–75 Ton Crane	\$480	8 hrs
76 Ton+ Crane	\$620	8 hrs

Role/Equipment	Rate per Hour	Minimum Hours
Bucket Truck	\$250	4 hrs
Chipper Truck	\$150	4 hrs
Service Truck	\$200	4 hrs
Tri-Axle Log Truck	\$200	4 hrs
Support Truck (Straight)	\$125	4 hrs
Support Truck (Semi)	\$200	4 hrs
Equipment Trailer	\$75	4 hrs
Spider Lift	\$350	4 hrs
Chipper	\$150	4 hrs
Mini Skid Steer	\$125	4 hrs
Wheel Loader	\$350	4 hrs
Skid Steer	\$200	4 hrs
Turf Bobcat	\$250	4 hrs
Bucket/Root Grapple	\$100	4 hrs
Bucket/Grapple Mini	\$50	4 hrs
Chainsaw	\$25	4 hrs
Generator/Light Tower	\$125	4 hrs
Protective Mats	\$50	4 hrs
Traffic Control	\$80	4 hrs
Traffic Cones/Signage	\$25	4 hrs