

## **Terms and Conditions**

Steve's Trees Professional Tree Services LLC and Treeco Solutions LLC provide services in accordance with industry's best practices, including ANSI A300 standards and NJDEP regulations.

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### **1. Scope of Work & Limitations**

Treeco Solutions will provide professional tree care, plant health care (PHC), Turf care, tick and mosquito control, and related services. All work is performed in accordance with industry standards, including the ANSI A300 guidelines and NJDEP regulations.

Services are limited to the items explicitly listed on quotes or contracts. Any additional work requires separate authorization that shall be agreed upon by the client and Treeco Solutions.

### **PHC & Mosquito Service Expectations**

Plant Health Care and mosquito control results, depend greatly on environmental conditions and factors outside Treeco Solutions' control, including weather, pest pressure, soil conditions, irrigation practices, plant stress, and surrounding landscape conditions. Treatments are designed to reduce pest activity and improve overall plant and property health, but no service guarantees complete elimination of insects, disease, or future activity. Certain pests, such as scale, mites, borers, and fungal pathogens, may require multiple treatments or ongoing monitoring. Mosquito applications provide temporary reductions and are influenced by rainfall, standing water, shade, and neighboring properties. Client cooperation with watering, sanitation, and cultural practices is essential for achieving expected results.

### **Annual Turf program expectations:**

Turf and landscape results depend on factors outside Treeco Solutions' control, including weather, soil conditions, watering practices, mowing height, shade, traffic, and pre-existing site limitations. Treatments are designed to improve overall turf health and reduce weed and pest activity, but no service guarantees complete elimination of weeds, insects, disease, or long-term turf performance. Thin or bare areas may require periodic seeding to maintain density. Client maintenance, including proper watering and mowing, is essential for achieving expected results.

### **2. Treeco Solutions Responsibility**

All work will be performed for a contract, will be in accordance with that signed contract, and the full terms and conditions.

Treeco Solutions will provide ongoing inspections and monitoring.

Treeco Solutions will provide targeted/preventative pesticide, soil, and biological treatments.

Treeco Solutions does not guarantee that all pests/diseases will be eliminated 100%. Many conditions depend on environmental factors beyond our control.

Treeco Solutions can customize treatment plans but will not work outside the defined contract or property limits.

Reporting and record keeping will be maintained.

Expert diagnosis and lab assistance are available. For a fee, a quote will be provided before samples are sent.

Treeco Solutions strictly complies with pesticide product label requirements and safety laws. The pesticide label is the law.

All pesticide applications are performed by licensed professionals in compliance with NJDEP regulations.

"Pesticide Treated Area" signage will be posted and must remain for at least 72 hours.

Clients must not enter treated areas until sprays have dried. Please follow the guidance on your NJDEP consumer information notice for re-entry. Treated fruits or vegetation must not be consumed. We are not liable for any adverse effects resulting from early entry or ingestion.

### **3. Client Responsibility, Site Access & Site Conditions**

Clients must and agree to provide accurate information about the property conditions, and to follow All safety instructions provided by Treeco Solutions. Cooperation during the service visit(s) is essential to ensure safety and effectiveness. Clients must also ensure safe, unobstructed access to the property on scheduled service dates. Locked gates, loose pets, or unsafe conditions may delay service or result in a reschedule. If this is the case a rescheduling/administration fee shall apply. Please section 5 Cancellations & Rescheduling. Public Underground utility mark outs are the responsibility of Treeco Solutions. Treeco Solutions strives to achieve the best possible outcomes. However, Treeco Solutions shall and will not be responsible for damages to private infrastructure such as irrigation systems, sprinklers, or other non-utility installations unless clearly marked and disclosed prior to service.

### **4. Payment Terms**

- **Tick & Mosquito Control:** Must be prepaid in full prior to scheduling. Payments are non-refundable after the first treatment.
- **Tree Removal, Prune, and Stump Grind:** Require a 10% non-refundable deposit prior to scheduling.
- **Tree Planting:** Requires a 50% deposit prior to scheduling.

- **All Services:** Payment is due upon completion of contracted service unless otherwise agreed upon in writing.
- For recurring services a valid payment form **MUST** be kept on file
- Credit/debit cards will be charged after each visit unless alternate terms are arranged.
- ACH payment option is available for a 1% processing fee.
- Balances unpaid after 30 days will incur a 5% monthly service charge compounded. Clients are responsible for all collection costs, including attorney fees and court costs.

## **5. Scheduling, Re-Scheduling, & Cancellations**

Service dates are approximate and may shift due to weather, site conditions, or operational needs. Plant Health Care, Turf Care, and Mosquito Control visits, may occur within flexible service windows to ensure product efficacy and regulatory compliance.

If you need to cancel and re-schedule your service, we require at least 24+ hours' notice for cancellations or rescheduling. This shall apply to scheduled work or assessment appointments

There will be No fee with 24+ hour's notice

\$50 rescheduling/administration fee for same-day or under 24-hour notice

\$75 no-show/no access fee will be applied if Treeco solution is no showed or access has not been provided

## **6. Consumer Notification**

**You may cancel this contract at any time before midnight of the third business day after approving it. To cancel, you must send or deliver a signed and dated written notice of cancellation to Treeco Solutions LLC. If you cancel within this period, you are entitled to a full refund within 30 days of our receipt of your cancellation notice. This notice is provided in accordance with New Jersey Division of Consumer Affairs requirements.**

**Treeco Solutions LLC, operating as Steve's Trees Professional Tree Services LLC, reserves the right to cancel this contract at any time, for any reason, including but not limited to safety concerns, site conditions, scheduling limitations, regulatory restrictions, or circumstances that prevent the work from being performed as proposed. If Treeco Solutions cancels the contract before work begins, the client will receive a full refund of any payments made. If cancellation occurs after partial work has been completed, charges will apply only to the portion of work performed. Treeco Solutions shall not be liable for any damages or losses resulting from such cancellation.**

**By accepting this agreement, the client also confirms receipt of the NJDEP Consumer Information Notice and agrees they received the notice in writing.**

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## **7. Chemicals & Regulatory Compliance**

All pesticide applications comply with NJDEP regulations and pesticide label instructions. Clients agree to follow posted re-entry intervals and safety instructions.

## **8. Liability and Warranty Disclaimer**

Treco Solutions disclaims all warranties, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. We are not liable for indirect, incidental, or consequential damages arising from services provided.

## **9. Dispute Resolution**

Any disputes arising from this agreement shall be resolved through binding arbitration in accordance with applicable laws. This agreement shall be governed by the laws of the State of New Jersey.

## **14. Property Boundaries & Neighboring Impacts**

Clients are responsible for confirming property lines. Any work that may extend onto or affect neighboring properties requires client authorization. Treco Solutions is not responsible for disputes arising from boundary misunderstandings.

## **15. Photographs & Documentation**

Treco Solutions may document work areas before, during, or after service for internal records, safety verification, or quality assurance. Photos are not shared publicly without client permission.

## **16. Equipment & Safety Zones**

Clients, pets, and occupants must remain clear of work areas and equipment. Treco Solutions may pause or refuse work if safety is compromised or if conditions prevent safe operation.

## **17. Environmental & Biological Limitations**

Weather, soil conditions, pest pressure, and natural variables influence treatment outcomes. Services are intended to reduce issues, not eliminate all future activity. No guarantee is made

regarding long-term plant performance, pest eradication, or environmental conditions outside Treeco Solutions' control.

### **18. Pre-Existing Conditions**

Treeco Solutions is not responsible for damage, decline, or failure resulting from pre-existing issues such as decay, structural defects, storm damage, improper planting, or unstable soils.

### **19. Operational Adjustments**

Treeco Solutions may adjust methods, equipment, or treatment timing based on site conditions, safety considerations, or regulatory requirements. These adjustments do not alter the agreed-upon scope unless additional work is requested or required.

### **20. Service Area Disturbance**

Normal work activity may cause minor disturbance to turf, soil, mulch, or surrounding areas. Restoration beyond standard cleanup is not included unless specified in writing.

### **21. Acceptance**

Approval of any kind, (texting, email, signed estimate, invoice, or service program), provided by Steve's Trees Professional Tree Services LLC DBA Treeco Solutions LLC, constitutes acceptance of these Terms & Conditions and acknowledgment that the client has reviewed Treeco Solutions' Privacy Policy, and acknowledges they received the Consumer Information Notice.