

TERMS AND CONDITIONS

1. **Definitions:** For purposes of the Estimate (as defined below), capitalized words or terms shall have the following meanings: “Contractor” means Emma Creek Tree Services, LLC; “Customer” means the customer listed in the Estimate; “Estimate” means the estimate for the Work together with these Terms and Conditions, and, if applicable, any amendments to the Estimate; “Purchase Price” means the amount payable by the Customer for the Work under the Estimate; “Work” means the Requested Work and, if applicable, Additional Work; “Requested Work” means the services and materials identified as such in the Estimate; “Additional Work” means the services and materials otherwise agreed to by the parties related to the Work; and “Work Site” means the area in and around the premises where Contractor will perform the Work.
2. **Acceptance:** Contractor need not commence the Work until the Estimate has been accepted by Customer. The Work and Purchase Prices are valid for 30 days from the date of the Estimate, unless otherwise expressly provided in the Estimate. Customer may accept the Estimate by signing and delivering the Estimate or the signature page of the Estimate to Contractor. A signed copy of the Estimate or the signature page of the Estimate delivered to Contractor by facsimile, e-mail, or other electronic shall have the same legal effect as delivery of an original signed copy of the Estimate. Customer represents to Contractor that Customer is accepting the Estimate based upon the representations of Contractor expressly set forth in the Estimate, and Customer is not relying on any other representation by Contractor.
3. **Work:** Contractor shall not provide services or materials other than the Work. If Contractor encounters any unknown or unforeseen condition at or near the Work Site, Contractor may propose a modification to the Work and/or Purchase Price for such condition. If accepted by Customer, the Estimate will be amended by such modification. If not accepted, Contractor may terminate the Work and Customer shall pay to Contractor a proportionate part of the Purchase Price based upon the Work performed by Contractor prior to such termination. Contractor has no express or implied obligation to identify, abate or remove mold, asbestos products or other hazardous substances or materials at or near the Work Site. If any hazardous substance or material is encountered, Contractor may suspend the Work until such substance or material is remediated or removed by Customer. Contractor shall be excused from any delay or failure in its performance of the Work caused in whole or part by conditions beyond its control, including acts of God, civil commotions, wars, strikes, materials shortages and labor disputes.
4. **Work Site:** Customer shall ensure that Contractor has clear and uninterrupted access in and to the Work Site. If access to other property is required for the Work, Customer shall obtain from the owner thereof clear and uninterrupted access in and to such other property for Contractor. Customer shall remove all personal property from the Work Site for safe keeping. Customer shall keep the Work Site free and clear from personal property, animals, children and other obstructions that may impede or interfere with Contractor’s performance of the Work. Contractor may alter the Work Site to the extent needed to perform the Work. Customer shall be responsible for replacing and repairing such alterations after completion of the Work. Contractor may remove from the Work Site and discard all materials that are replaced by the Work.
5. **Payment:** Customer agrees to pay the Purchase Price in full at the completion of the Work. If there is Additional Work, Customer shall pay the Purchase Price associated with the Additional Work at the completion. Customer agrees to pay to Contractor within thirty (30) of the Customer receiving the Estimate. If Customer fails to pay Contractor within thirty (30) days of receiving Contractor’s invoice, Contractor shall be entitled to interest to the Contractor beginning on the thirty-first (31st) day after the receipt of the invoice, computed at the maximum rate permitted by applicable law. Customer also agrees to pay reasonable costs and expenses (including attorneys’ fees and court costs) incurred by Contractor to collect any unpaid amount. Customer shall be responsible for paying all sales tax for the services and materials provided by Contractor for the Work, if any. Customer shall not set-off against, withhold or otherwise delay payment of any amount due to Contractor under the invoice.
6. **Homeowners’ Associations.** It is the Customer’s responsibility to be in compliance with their respective Homeowners Association’s covenants, restrictions, bylaws, and anything of the like. Contractor accepts no liability for Homeowners Associations guidelines. Customer represents that the Work and any Additional Work requested by Customer is in compliance with any Homeowner Association restrictions.
7. **Liability:** Contractor’s total liability for all claims relating to the Estimate and the Work shall not exceed the amount paid by Customer for the Work. Contractor shall not be liable for any indirect, special, punitive, exemplary or consequential damages.
8. **Indemnification:** Customer agrees to indemnify and hold harmless Contractor from any and all damage, loss, cost (including reasonable attorneys’ fees) or liability arising out of, resulting from or related to any (i) hazardous substance or material at or near the Work Site, (ii) unknown or unforeseen conditions at or near the Work Site, or (iii) breach of the terms or provisions of the Estimate by Customer.
9. **Consumer Transactions:** If the Kansas Consumer Protection Act applies to the Work, and if any term or provision of the Estimate is invalid, illegal or unenforceable under such Act, then such prohibited term or provision shall be deemed, without further action by the parties, to be modified, amended, and/or limited, but only to the extent necessary to render the same valid, legal or enforceable.
10. **General:** The Estimate contains the entire agreement of the parties with respect to the Work and supersedes all prior agreements, both oral and written. No amendment, modification or waiver of any term or provision of the Estimate shall be effective unless in writing and signed by the party to be charged with such amendment, modification or waiver. No use of trade or other regular practice or method of dealing between the parties shall modify or alter the terms or provisions of the Estimate. Captions and other headings in the Estimate are for convenience only and shall not affect the meaning or interpretation of any term or provision of the Estimate. If any term or provision of the Estimate shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of the Estimate shall remain in full force and effect, and such invalid, illegal or unenforceable term or provision shall be deemed, without further action by the parties, to be modified, amended, and/or limited, but only to the extent necessary to render the same valid, legal or enforceable. The Estimate shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Kansas, without reference to its conflicts or choice of law principles. The sole and exclusive jurisdiction and venue for any and all disputes arising under the Estimate shall be in courts located in Wichita, Kansas.

SEND ALL CORRESPONDENCE TO CONTRACTOR'S OFFICE AT: 7516 NW 96th St, Hesston, KS 67062