



Abaris Realty, Inc.

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*Excellence
Since 1975*

June 22, 2022

Steve Bartas & Guy Allard
Monster Tree Service of N Anne Arundel
gallard@whymonster.com

Re: Proposal #2944 OPTION #2 Approval - Tree Take Down (With Recycling) at 4 Willow Oaks and 1 Sweetgum behind units 901-915 on Indigo Bunting Ln Tanyard Springs HOA

Dear Steve & Guy,

The Board of Directors at the above referenced community voted to accept your proposal for OPTION #2: Tree Take Down (With Recycling) at 4 Willow Oaks and 1 Sweetgum behind units 901-915 on Indigo Bunting Ln, as outlined.

Attached is a signed copy of the proposal for your records. Please schedule the work ASAP with our onsite manager, Mark Moorman, at tanyardsprings@abarisrealty.com or 410-360-4018.
Thank you.

Sincerely,

A handwritten signature in black ink that reads 'Shireen Ambush'.

Shireen Ambush, PCAM
Property Manager

CC: Board of Directors



Proposal For

Heritage Springs HOA

6920 Heritage Crossing
 Glen Burnie, MD 21060

mobile: 410-360-4018
tanyardsprings@abarisrealty.com

Location

6920 Heritage Crossing
 Glen Burnie, MD 21060

Terms

Due on receipt

ACCEPT	ITEM DESCRIPTION	AMOUNT
<input type="checkbox"/>	1) Pruning/Clearance Optional > 4 Willow Oaks and 1 Sweetgum behind units 901-915 on Indigo Bunting Ln - Prune to provide 8-10' of clearance to building. - Prune to raise to a height of 7-8' over turf.	\$ 2,800.00
<input checked="" type="checkbox"/>	2) Tree Take Down (With Recycling) Optional Tree take down WITH wood removal - > 4 Willow Oaks and 1 Sweetgum behind units 901-915 on Indigo Bunting Ln - Remove trees including all debris AND grind stumps. Remove all resulting debris	\$ 4,250.00

Please use the checkbox to mark items as accepted.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

A processing fee of 1% will be added for any ACH payment OR 3% will be added for any credit card payment made to Monster Tree Service.

Signature

x *Shireen Ambush*

Date: 6/22/22

Please sign here to accept the terms and conditions

Amount Enclosed: _____	Check #: _____	Date: _____
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Assigned To

Crew
 Office: [301-945-7867](tel:301-945-7867)

Crew 2

Sales Reps

Steve Bartas
 Mobile: [240-435-0253](tel:240-435-0253)



Photos

1) Pruning/Clearance



1) Pruning/Clearance



1) Pruning/Clearance



1) Pruning/Clearance





1) Pruning/Clearance



2) Tree Take Down (With Recycling)



MONSTER TREE SERVICE TERMS AND CONDITIONS

1. By signing or emailing your consent, you indicate that you have read this entire form and agree to have Monster Tree Service perform the work described above for the price(s) listed. You agree to all terms and conditions of this agreement. A deposit of 50% or by signing a credit card/ACH authorization form may be required.
2. These terms and conditions are superseded only by notes indicating otherwise on this form.
3. Your acceptance of this agreement indicates you are ready to have the work performed now and do not need prior notice to crew arrival. Crews may arrive unannounced to perform the work. You may be charged up to \$150.00 if a crew arrives but cannot perform the work due to circumstances under your control, such as physical barriers, you or your agent sending the crew away, etc. If you prefer or require advanced notification, these arrangements can be made and noted on the proposal.
4. Unless otherwise noted, all brush and wood resulting from the work in the agreement will be removed from the property.
5. Unless otherwise noted, "leave wood" indicates cutting wood to 16-20" round lengths and leaving these unsplit pieces on the ground where they were cut. Stacking or moving of remaining wood can be arranged with the Arborist or the Office for an additional fee.
6. Unless otherwise noted, the mixture of wood, soil and air resulting from the stump grinding process will be raked over the site of the former stump and not hauled away, resulting in a mound that will not be level with the ground.
7. Unless otherwise noted, flushed stumps will be left no higher than 12" from the highest point of the surrounding grade.
8. Lawn damage and/or ruts may occur during tree work. Unless otherwise noted, you agree that Monster Tree Service is not responsible for repairing any lawn damage or ruts.
9. Surface marks may occur when brush is removed. Such surface marks do not constitute damage to property, for example, fences, gates, gate posts and/or exterior surfaces. Monster Tree Service is not responsible to repair or replace surface marks caused in the normal course of service.
10. Changes to this agreement requested by you or your agent after crew arrival to your property are subject to approval by the office or Arborist, may require additional charges, and must be made in writing. Reductions to the invoice due to canceling part of the work on this agreement are at the discretion of Monster Tree Service and may result in forfeiture of any discounts applied.
11. Any discrepancies in the work of this agreement or complaints related to the work must be reported, in writing, to Monster Tree Service within 72 hours of the work being performed. Failure to notify Monster Tree Service in writing within 72 hours of the work being performed is your confirmation that the work was completed to your satisfaction.
12. In the event of a discrepancy or complaint regarding the work of this agreement, if you refuse to allow Monster Tree Service to return to the property to correct any unsatisfactory work, repair any damage, or complete any incomplete work orders, you agree that all fees of this agreement are due and payable, and no discount will be accepted.
13. In the event of damage to property, other than as described in this agreement, you agree to grant Monster Tree Service the right to repair the damage or hire contractors of it's choosing to conduct the repairs. Monster Tree Service is responsible only for repairs to the damaged piece of property and will not be responsible for replacement of anything beyond the damaged piece of property. No damage claim will arise exceeding the total amount of the proposal.
14. You are responsible for ensuring that any underground utility line or equipment are properly identified and marked prior to any digging conducted by Monster Tree Service. These items may include, but are not limited to, invisible fencing, irrigation, landscape lighting or any other underground wiring or underground pipes or services.
15. **WAIVER OF LIABILITY.** CRANES AND TREE REMOVAL EQUIPMENT ARE VERY LARGE AND HEAVY. THE LIABILITY FOR DAMAGE TO ASPHALT/CONCRETE PARKING LOTS, UNDERGROUND UTILITIES, DRIVEWAYS, CURBS AND GUTTERS, AND GRASS IS A POTENTIAL PROBLEM. MONSTER TREE SERVICE WILL MAKE EVERY EFFORT TO AVOID OR MINIMIZE POTENTIAL DAMAGES AND CANNOT GUARANTEE THAT PROPERLY USED CRANE OR TREE REMOVAL EQUIPMENT WILL NOT CAUSE DAMAGE TO SURFACES. WHILE WORKING ON THIS PROJECT, MONSTER TREE SERVICE WILL NOT BE RESPONSIBLE FOR DAMAGE TO THE FOLLOWING: 1. PARKING LOT SURFACES, SIDEWALKS, DRIVEWAYS AND/OR

LAWNS WHILE ENTERING, LEAVING OR MOVING THE LOADS OVER THESE AREAS; 2. PUBLIC STREETS, PRIVATE ROADS, UNDERGROUND VAULTS, SEPTIC TANKS GUTTERS, UNDERGROUND UTILITIES OR ANY OTHER UNDERGROUND SYSTEMS, AND/OR UNDERGROUND PARKING STRUCTURES, WHILE ERECTING THE CRANE OR DURING MOVEMENT OF CRANE ON THE WORK SITE; 3. IRRIGATION SYSTEMS, LAWNS AND SHRUBBERY THAT MAY BE DAMAGED IF THE CRANE NEEDS TO CROSS THESE AREAS TO WORK PER CUSTOMER'S REQUEST. YOU AGREE THAT MONSTER TREE SERVICE AND ITS AGENTS AND EMPLOYEES ARE NOT LIABLE FOR ANY DAMAGE RESULTING FROM THE PROPER USE OF THE CRANE AND EQUIPMENT AT THE FOLLOWING JOB LOCATION, EXCEPT IN ANY INSTANCE OF SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF MONSTER TREE SERVICE EMPLOYEES.

PLANT HEALTH CARE/LAWN ADDITIONAL TERMS AND CONDITIONS

1. NO ARRIVAL NOTICE UNLESS REQUESTED - Timing of Plant Health Care services depends on many factors, including but not limited to weather conditions such as rain, wind, and temperature. To make our operations efficient, Monster Tree Service schedules jobs the day they are performed according to weather conditions and other factors. Consequently, your PHC technician may come to perform your work without calling first. Your acceptance of this agreement indicates you are ready to have the work performed at the appropriate application time and do not need prior notice of arrival. If prior notice is desired, please let us know; we are happy to make a courtesy call in advance. We respectfully request that you inform us in advance if there are factors you are aware of that may prevent us from performing the work at our convenience, such as physical barriers (e.g. locked fences), dogs in your backyard, etc.
2. RENEWALS - Some Plant Health Care services must be performed yearly, or once every two or three years, to achieve desired and ongoing results. Your Arborist will contact you in the winter to inform you of our intent to renew such services in the coming season to maintain a steady standard of care for your trees and shrubs. If you do not inform us you wish to cancel, we may arrive at your property to perform the services without further notice to ensure your trees and shrubs are adequately cared for within the appropriate treatment window. We request that you be proactive about cancelling any services you do not want repeated in subsequent years so we do not perform unwanted work on your behalf.
3. CHANGES TO WORK ORDER - Changes to this agreement requested by you or your agent after crew arrival to your property are subject to approval by the crew foreman or Arborist (listed on this agreement), may require additional charges, and must be made in writing. Reductions to the invoice due to canceling part of the work are at the discretion of Monster Tree Service.
4. PAYMENT DUE - Payment in full is expected immediately upon completion of the work or on the date stated on the invoice, whichever is later. Interest of 2% per month will be charged to your invoice each 30 days your invoice is past due, unless prior payment arrangements have been made in writing. Any payment not made before the next application will cause delay in your PHC/ Lawn program and therefore, an interruption program scheduling according to best practices.

SNOW REMOVAL ADDITIONAL TERMS AND CONDITIONS

1. The Customer agrees that it and/or the Property owner shall maintain responsibility for monitoring and inspecting the Property before, during and after the Work.
2. Monster Tree Service is not responsible for the melting and/or re-freezing of snow, ice or rain after application of salt or melting agent(s).
3. Services of snowplow are deemed to be satisfactory unless Customer notifies Monster Tree Service of a problem within twenty-four (24) hours of the snowplowing Work performed.
4. Monster Tree Service strongly advises that the Customer allow the use of salt and/or related products to assist in the safety of the Property following an ice and/or snow storm. Should the Customer refuse to permit the use of salt and/or related products in our role as Contractor, then the Customer shall defend, indemnify, and hold harmless Monster Tree Service from any and all claims, lawsuits, damages, settlements, and/or costs incurred in any claim, suit, cause of action, or demand brought by an injured party or entity as a result of a slip and fall and/or any other personal injury and/or property damage claim or incident that could have been prevented by the use of salt and/or related products. This paragraph shall take precedence over and shall be enforceable notwithstanding any other terms or

provisions in this Agreement.

5. Monster Tree Service is not responsible for twenty-four (24) hour or continuous ice and/or snow watch of the Property. If melting and/or re-freezing occurs, including gutter melt and re-freeze, Customer shall promptly notify Monster Tree Service and afford Monster Tree Service a reasonable time to address same.
6. Monster Tree Service is not responsible for ordinary wear and tear by snow and ice removal, such as cosmetic scrapes at or near expansion joints and other damage resulting from poor asphalt and concrete conditions. Customer acknowledges that concrete and asphalt will crack under the ordinary stress of freezing and thawing, and therefore, cracked concrete and asphalt during driveway, parking surface, or sidewalk snow removal or de-icing treatments will not be the responsibility of Monster Tree Service. Monster Tree Service will not be responsible for damage to turf or plant materials caused by snow melting or de-icing materials.

MISCELLANEOUS

1. The titles of sections and subsections herein have been inserted as a matter of convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. References to any gender shall mean and include each of the gender.
2. Subject to the other terms hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.
3. No amendment or modification to this Agreement shall be binding on any of the parties hereto unless such amendment or modification is in writing and is executed by the party against whom enforcement of such amendment or modification is sought.
4. The information on this form represents the entire agreement between you and Monster Tree Service. No verbal agreements between you and Monster Tree Service, Inc. or its agents and representatives, prior versions of this agreement, or any other communications are part of this agreement. Only the work described in this agreement will be performed and only in the manner described in this agreement.
5. You agree to pay all collection costs and additional sums incurred by Monster Tree Service if your invoice is more than 30 days past due, including but not limited to collection service fees, court costs, attorney's fees, and/or credit agency reporting fees.
6. Payment in full is expected immediately upon completion of work and receipt of your final invoice. Interest of 2% per month will be charged to your invoice every 30 days after your invoice is due, unless prior payment arrangements have been made in writing. There will be a \$50.00 administrative fee for each partial payment made on any invoice, unless prior payment arrangements have been made in writing. A credit card processing fee of 4% will be added for any credit card payment made to Monster Tree Service.
7. Coupons and discounts will only be honored or accepted on balances paid by the due date. Without exception, late payment will result in a forfeiture of all coupons and/or discounts offered.
8. You acknowledge that Monster Tree Service may report nonpayment to credit agencies.
9. Customer agrees to defend, indemnify and hold harmless Monster Tree Service and its officers, members, employees, independent contractors, agents, and personnel, from and against all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or related to the Customer's negligence.
10. Monster Tree Service and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This provision shall survive termination or any material breach of this Agreement.
11. This Agreement shall be construed and interpreted under the laws of the State of Maryland. The parties agree that Maryland shall be the exclusive forum for any dispute arising from or related to this Agreement. Litigation is to take place in Anne Arundel County, Maryland subject to applicable state law.