



YOUR Proposal

Included with this document, you will find a proposal from your local arborist. We thank you for considering us for your landscape needs and we look forward to caring for your property. If you have any questions, please contact your arborist.

Thank you!



Founded in 1880, our organization is dedicated to providing quality service and caring for trees. As we've grown, our employee owned company welcomed new brands into the Davey family. As a valued client, you will receive the benefit of that dedicated service from your local brand, backed by national resources.



Chippers, Inc. ("Company")
29 Smith Pond Rd.
Enfield, NH 03748-4182
Phone: (603) 448-4800 Fax: (603) 448-6316
Email: JBartlett@chippersinc.com



Client	6/19/2025
Town of Warner Kathleen Frenette 5 E Main St Warner, NH 03278-4421	Proposal #: 20077517-1750269030 Account #: Work: (603) 456-2298 Email: administrator@warnernh.gov

Tree Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Tree Pruning Prune to improve or maintain plant health or control pests. Remove branches that are dead or dying, diseased or infested, rubbing, weakened or broken. "Medium" removal of 1" diameter or larger material and includes epicormic shoots (water sprouts). Prune (2) larger mature Red oak trees in front of the town hall building. Slightly raise the lower crown over hanging the sidewalk and parking area by approximately 18 inches. Tip back branches near the flag pole to help prevent the flag from catching in the branches and remove secondary branches to open up the flag view from the street. Chip all debris and remove from site. Note: Scheduling approximately 5-7 weeks from proposal acceptance. Sidewalks and parking areas near the trees will need to be blocked off for safety of pedestrians, cars and space for the equipment set up.	Jul - Aug	\$3,895.00		\$3,895.00
Total of All Services		\$3,895.00	\$0.00	\$3,895.00

☐ YES, please schedule the Services marked above.

Other Important Terms: See the attached "Terms and Conditions" either set forth on the reverse side of this Agreement or attached to this Agreement for additional information, such as early termination, maintenance responsibilities, warranties, late and default charges and insurance.

ACCEPTANCE OF PROPOSAL: By signing below, Client agrees and accepts the terms and conditions stated above and the Terms and Conditions either set forth on the reverse side of this Agreement or attached to this Agreement. Company is authorized to do this work as specified. All deletions have been noted. I understand that once accepted, this Agreement constitutes a binding contract. If Client is a legal entity, the undersigned hereby represents that the undersigned has full authority to enter into this Agreement on behalf of Client. This proposal may be withdrawn if not accepted within 30 days.

YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT, SIGNED BY BOTH YOU AND US, BEFORE ANY WORK MAY BE STARTED



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DOOR-TO-DOOR SALE/ HOME SOLICITATION: If this Agreement is the result of a Door-to-Door or Home Solicitation Sale (under applicable state or federal law), the following provision applies:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

CLIENT:

Signature: _____
Name (print): _____
Title: _____
Date: _____

COMPANY:

Signature: Josh Bartlett
Name (print): Josh Bartlett
ISA Certified Arborist NE-7596A
Title: Sales Arborist
Date: 6/19/2025

CLIENT CARE GUARANTEE:

We guarantee to deliver what we contract to deliver. If we fail to deliver, we will work with you until you are satisfied, or we will not charge you for the disputed service.

TERMS AND CONDITIONS

1. **Exclusive Terms.** Client and Company agree that these Terms and Conditions are the sole and exclusive terms and conditions of this Services Agreement (this "Agreement"). Any additional or different terms or conditions not contained herein, including, without limitation, any request or communication by Client regarding the Services, are hereby rejected by the parties, unless agreed to in writing, identified as an amendment to this Agreement, and signed by both parties.

2. **Client.** If Client is a legal entity, the term Client shall include all parent, subsidiary, related, and affiliated entities and each of their respective officers, directors, members, owners, employees, agents, representatives, contractors, and insurers.

3. **Limited Scope of Services.** Company agrees to perform only the services (the "Services") expressly listed on the first page of this Agreement. Client understands and agrees that Company is not required to perform any services other than the Services. Notwithstanding the foregoing, if Company provides additional or different services with Client's written approval, additional fees, costs, and charges will apply, and Client agrees to pay such additional fees, costs, and charges.

4. **Jobsite.** Client represents and warrants that Client has, and at all times will have, authority to grant access, and does hereby authorize and grant access, to Company to enter the property or properties where the Services are performed ("Job Site"), including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the Job Site. Client understands and agrees that Company has relied upon this representation and warranty to perform the Services. Client further represents and warrants that the Job Site is not in violation of any applicable codes, ordinances, statutes, or other governmental regulations. While Company may assist, Client is responsible for obtaining any necessary permits in connection with the Services, unless otherwise agreed in writing. Unless otherwise agreed to in writing, Company has made no survey of the property.

5. **Payment.** Company will provide one or more invoices for the Services provided to Client, and in consideration of Client receiving the Services, Client shall pay the fees set forth on each invoice in full within thirty (30) days of the invoice date. If Company initiates litigation or other collection action against Client to recover any amount, Client agrees, to the extent permitted by applicable law, to pay all litigation or collection costs and expenses, including reasonable attorney's fees and expert witness fees, incurred by Company in connection with such litigation or collection action.

6. **Limited Warranty.** Company agrees to perform all Services in accordance with applicable federal, state and local laws and industry standards, and it shall exercise due care and act in good faith at all times in the performance of its obligations under this Agreement. Company will repair, at its own expense, any material defects with its Services for a period of six months following completion of the applicable Services.

7. **Working with Living Things.** As trees and other plant life are living, changing organisms affected by factors beyond Company's control, no guarantee on tree, plant, or general landscape safety, risk, health, or condition is expressed or implied and is disclaimed in this Agreement, unless that guarantee is specifically stated in writing by Company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under any circumstances. There are many unseen and unforeseen items and hazards that may or may not exist now, or in the future, over which Company has no control. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, this is not a Tree Risk Assessment and will not include investigations to determine a tree's structural integrity or stability. Company may recommend a Tree Risk Assessment be conducted for an additional charge. All trees present some degree of risk and will eventually fail. The only way to eliminate tree risk is to remove trees. By choosing to preserve trees, Client hereby accepts this risk. Client also accepts the risk of, and Company

will not be liable for, any accident, damage, or injury occurring prior to the scheduled Services.

8. **Product Usage.** To the extent the Services include application of product on the Jobsite, Company is relying on the applicable manufacturer's representations regarding the product used and makes no independent representations regarding the product, including, without limitation, safety or efficacy.

9. **Indemnification by Client.** To the fullest extent permitted by applicable law, Client shall indemnify, defend, and hold harmless Company from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, arising out of, resulting from, or relating to (a) Client's negligence or willful misconduct in connection with this Agreement, (b) any breach by Client of this Agreement, (c) the condition of the Job Site or any hazards on the Job Site existing prior to the execution of this Agreement or caused by Client or a third party, (d) Client's grant of access to the Job Site or surrounding areas, and (e) any acts or omissions by a third-party, Client, or any of Client's employees, agents, contractors (other than Company), or representatives.

10. **Indemnification by Company.** To the fullest extent permitted by applicable law, Company shall indemnify, defend, and hold harmless Client from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, to the extent caused by the negligence or willful misconduct of Company or its employees or agents in connection with this Agreement. Company's indemnification, defense and hold harmless obligations shall survive the expiration or earlier termination of this Agreement for a period of one year.

11. **LIMITATION OF LIABILITY. CLIENT AGREES THAT COMPANY SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES, DAMAGES, OR EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY BUSINESS INTERRUPTION LOSSES OR LOST REVENUE, ARISING DIRECTLY OR INDIRECTLY OUT OF, RESULTING FROM, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES.**

12. **DAMAGE AND LIABILITY RELEASE. UNLESS CAUSED BY COMPANY'S NEGLIGENCE, CLIENT HEREBY RELEASES COMPANY FROM ANY AND ALL CLAIMS AND DAMAGES AS A RESULT OF OR IN ANY WAY RELATING TO THE SERVICES PROVIDED BY COMPANY AT OR NEAR THE JOB SITE (INCLUDING, BUT NOT LIMITED TO, ABOVE-GROUND ITEMS SUCH AS SIDEWALKS, BUILDINGS, STRUCTURES, DOG FENCES, DRIVEWAYS, LAWNS, OR LANDSCAPING AND UNDERGROUND ITEMS SUCH AS ELECTRICAL LINES, SEPTIC SYSTEMS, LEACH FIELDS, SEWER SYSTEMS, WELLS, IRRIGATION SYSTEMS, OR WATER LINES).**

13. **Term and Termination.** The term of this Agreement commences on the date of this Agreement and continues until the Services are completed, unless and until earlier terminated as provided under this Agreement (the "Term"). Either party may terminate this Agreement at any time upon at least ten (10) day's written notice, provided Client shall pay Company for any Services performed prior to the termination date.

14. **Assignment.** Client may not assign any of its rights under this Agreement without the prior written consent of Company. This Agreement does not confer upon any third-party any right to claim damages against Company.

15. **Severability.** If any term of this Agreement is held invalid, illegal, or unenforceable, such term shall be limited to the extent necessary to comply with applicable law and if such limitation is not possible, severed and inoperative, and the remainder of this Agreement shall remain operative and binding on the parties.

NOTICE OF CANCELLATION

Date of Transaction

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to Chippers, Inc., at 29 Smith Pond Rd., Enfield, NH 03748-4182 NOT LATER THAN MIDNIGHT OF _____ .

Cancellation
Date

I HEREBY CANCEL THIS TRANSACTION

Date

Buyer's Signature

Printed Name

20077517-1750269030
Proposal Number



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext): (866) 966-4664 E-MAIL ADDRESS: Cleveland.CertRequest@marsh.com FAX (A/C, No):
158531 RESICA Warzni	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED The Davey Tree Expert Company Chippers Inc. 1500 N. Mantua Street Kent, OH 44240	NAIC # 24147

COVERAGES

CERTIFICATE NUMBER:

CLE-006790411-10

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		MWZY 314042 24	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		MWTB 314041 24	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	MWC 314040 24 (AOS)	09/01/2024	09/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	Excess Workers Compensation		MWXS 314043 24 (NC, OH, PA, WA)	09/01/2024	09/01/2025	Workers Compensation Statutory
A	SIR: \$5,000,000		MWXS 316391 24 (CA)	09/01/2024	09/01/2025	Employer's Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER

*The Davey Tree Expert Company
Chippers Inc.
1500 N. Mantua Street
Kent, OH 44240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA LLC.		NAMED INSURED The Davey Tree Expert Company Chippers Inc. 1500 N. Mantua Street Kent, OH 44240
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation does not apply in MN. Coverage is obtained from Workers Compensation reinsurance association (W.C.R.A.) as required by the state. Minnesota
Employers Liability is covered by policy number MWC 314040 24.

