



Urban Arborists, Inc.
Tree Care and Diagnostics
522 State Street
Brooklyn, NY 11217
718.522.0612
718.935.9547 fax
www.urbanarb.com

25 September 2015

Peter Brams
35-25 77th Street
Jackson Heights, NY

BY EMAIL: pbrams@nyc.rr.com

Dear Peter:

It was good to meet you and to see your lovely garden. We will be happy to put it into better shape. The general aim, if I understand correctly is to raise and shape the smaller plants so the people in the interior of the garden feel enclosed but not stifled. We will also thin the plants to let in more light into the understory. Where plants are reaching the infrastructure or obstructing paths on the outside of the garden area, we will pull these back as well.

We will try to thin and control the rose of Sharon. We will try to sort out the conflicts between the two wisterias and their dogwoods. We will prune the magnolia. We will perform structural pruning on the three ginkgos and the two honey locusts, to give them good form for future growth.

We will prune the large volunteer elm to remove dead, weak and crossing branches, to pull it back where it shades other plants, and to pull it back from the building.

Among the trees and shrubs along the long central axis of the garden are 9 redbuds, 4 or 5 burning bush, 3 witchhazel, and one privet.

We will prune the large elm for a single price, and we will prune the rest of the trees by the man hour. I will give you an idea of how many man hours I think it will take.

As you asked, we will prune for a wild, rather than a formal, look. I teach pruning at New York Botanical Garden and my people are trained by me, so we will certainly not be turning your plants into gumdrops or lollipops!

Here is the estimate:

- | | |
|---|----------------|
| • To prune as described above one approx. 20" diameter 3lm | 395.00 |
| • To prune as described above all smaller trees and large shrubs, wisteria/dogwood conflicts, and structural pruning of young shade trees, assuming roughly 12-18 man hours | 95.00/man hour |

We look forward to helping your

Sincerely,

Urban Arborists, Inc.



by: _____
Bill Logan - President

IF THIS ESTIMATE MEETS WITH YOUR APPROVAL, PLEASE SIGN & DATE BELOW AND RETURN (BY MAIL, FAX OR EMAIL) ONE COPY TO US.

PLEASE NOTE: YOUR CONTRACT WITH URBAN ARBORISTS, INC. CONSISTS OF THE ABOVE TERMS AND THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.

APPROVED:

DATED:

(signed) _____

(printed) _____

THE WRITTEN AND PRINTED MATERIAL ON THE FRONT OF THIS FORM TOGETHER WITH THE FOLLOWING TERMS AND CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT FOR WORK TO BE PERFORMED BY
URBAN ARBORISTS, INC.

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1. WORKMANSHIP AND INSURANCE

All work to be performed by URBAN ARBORISTS, INC. will be performed in a professional manner by experienced personnel and contractors with appropriate tools and equipment to properly complete all work contracted for in an expeditious and efficient manner. Unless otherwise indicated from the above and/or the front side of this form, URBAN ARBORISTS, INC. will remove all wood, brush and debris caused by the work performed. Stumps of the removed trees not contracted to be dug up will be cut to approximately twelve (12) inches above ground level. All employees of URBAN ARBORISTS, INC. are covered by Workers'

Compensation Insurance, and URBAN ARBORISTS, INC. carries insurance for liability arising from injury to persons or property.

2. PERFORMANCE TIMES, CANCELLATIONS AND DELAYS

- a.** URBAN ARBORISTS, INC.'s daily work for its customers requires that labor, equipment and materials, and the length of each job must be estimated and scheduled well in advance, and each job is scheduled in this manner after consultation with the customer. If a scheduled job is cancelled by a customer within twenty-four hours of the scheduled work date, the customer will be charged either the additional sum of Twenty-Five percent (25%) of the total cost of the job, or \$595, whichever is greater. The customer agrees that these cancellation charges are to compensate URBAN ARBORISTS, INC. for losses suffered by late cancellations, and are agreed damages and not a penalty, such damages being otherwise difficult to measure.
- b.** The customer acknowledges that work schedules, once set, nevertheless often cannot be strictly maintained by URBAN ARBORISTS, INC. Undetectable conditions, developing and hidden problems may become apparent only after work at a site begins, causing delays; and there will always be delays because of inclement weather and other causes beyond one's control. While URBAN ARBORISTS, INC. will use its best efforts to meet performance dates, it will not be liable for damages due to delays. When predictable advance notice may not be possible, work crews may arrive at a job site unannounced. However, a customer is not relieved of responsibility under this contract because of delays.

3. HAZARDS AND RISKS

Recommendations made by URBAN ARBORISTS, INC. are intended to minimize or reduce any hazardous conditions that may be present in a customer's trees. However, there is always a certain degree of inherent hazard and risk in all trees from breakage, failure or other causes or conditions. Some causes or conditions will be apparent, while others will require detailed inspection and evaluation. A detailed inspection and evaluation will normally detect potentially hazardous conditions, but there can be no guaranty or certainty that all hazardous conditions will be detected. While URBAN ARBORISTS, INC. is confident that its recommendations should reduce hazards and risks, they cannot be eliminated. There cannot be and there is no guaranty or certainty that efforts by URBAN ARBORISTS, INC. to deal with hazardous conditions will always prevent breakage or failure of a tree.

4. OTHER CONCEALED OR UNFORESEEN CONDITIONS

Additional work required because of concealed foreign matter, such as buried building materials, structures, concrete slabs, foundations and the like, or because of water, sewer, electric or other utility lines not described on the front side of this form or apparent from inspection of the premises, or because of stinging insect nests or other animal hazards, are an additional cost to the work contracted to be performed, to be charged on the same basis of time and materials as the agreed price for the contracted work.

5. OWNERSHIP, ACCESS AND PERMITS

The customer guarantees to URBAN ARBORISTS, INC. that the customer either owns all the trees, plants and property upon which work is to be performed or that written permission from the owner has been obtained for the work. The customer agrees to hold URBAN ARBORISTS, INC. harmless from all liability or claims for damages resulting from the customer's failure to have such written permission. The customer must accurately indicate the boundary lines of the property where work is to be performed to all work crews whenever they are present. The customer is at all times solely responsible for the accuracy of such directions, and should furnish copies of all restrictions, easements or rights of way prior to the start of work on any work day. The customer must, at all times, provide free access to all work areas as needed for employees, contractors, vehicles and machinery, and agrees to keep driveways and other access to the property clear and available for movement and parking during work hours. Employees and contractors of URBAN ARBORISTS, INC. are not responsible for maintaining closed gates or other security for the safety of children or animals. The customer is solely responsible for obtaining all permits required for the work and for payment of any cost of such permits.

6. DELAYED PAYMENT CHARGES

All charges are due and payable according to the terms of this contract. Final payment is due within the time agreed upon, reckoned from the date of completion of the work and not from the rendition of an invoice. The



rendition of additional, incidental or clean-up services after completion does not extend the time of payment. All charges not paid within the agreed time for payment are subject to a service charge of 1-1/2% per month (which is an annual rate of 18%) for each month or any part of a month after the due date until paid. In the event an unpaid account is referred for collection, the customer shall pay for all collection costs, including, without limitation, registered or certified mail charges, telephone toll charges, attorneys' fees and expenses, and court costs and disbursements.

7. NO ADDITIONAL TERMS OR CONDITIONS

No additional terms, conditions or agreements shall be binding on the parties unless in writing and signed, acknowledged or confirmed by the parties to be part of this contract. This may include acknowledgement or confirmation by telecopier ("fax"), by email, or by a telephone conversation that is confirmed by one party in writing within 24 hours and not rejected by the other party within 48 hours, using any of the means listed in this paragraph.

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CREDIT CARD AUTHORIZATION FORM

(PAYMENT WILL BE PROCESSED ON THE SCHEDULED DATE OF SERVICE)

We do not accept American Express at this time

PLEASE CHARGE MY VISA MASTERCARD DISCOVER

NAME (PLEASE PRINT AS IT APPEARS ON CARD)

CREDIT CARD NUMBER

EXPIRATION DATE

BILLING ADDRESS

BILLING ZIP CODE

SIGNATURE

THANK YOU FOR YOUR BUSINESS!