

# CONSERVATREE INC. Subcontractor Agreement

The following agreement is hereby made between:

**CONTRACTOR:**

\_\_\_\_\_  
C/O \_\_\_\_\_

AND

**SUBCONTRACTOR:**

**CONSERVATREE INC.**  
C/O PATRICK MASTERSON

This agreement sets forth the basic work arrangement for professional tree trimming and removal services provided by ConservaTree Inc. ("ConservaTree") under contract to \_\_\_\_\_ ("Contractor"). For the purposes of this agreement, "client" refers to the customers of \_\_\_\_\_ for which work is being completed (e.g. homeowners, etc.).

### **Scope of Work**

ConservaTree arborists are highly skilled professionals who specialize in technical tree trimming and removal, and climbing in particular. We use modern techniques and equipment to safely and efficiently complete production tree work alongside our contractors and their crews. We pride ourselves on providing the highest quality tree services available, done to industry standards, backed by our reputation for excellence.

ConservaTree subcontracting service fees include:

- 2 experienced, professional tree climbers
- Fully equipped forestry chip truck
- All climbing and rigging gear, ropes, pulleys, slings, etc.
- All pruning and trimming gear including pole saw
- Climbing saws and ground saws
- Chainsaw oil and fuel
- Miscellaneous gear including blower, rakes, tarp, ladder, axes, wedges, etc.
- Miscellaneous consulting and planning as needed while on jobsite
- Wood chip disposal

Note that we also have a Vermeer BC1000 Brush Chipper available for rent. See price schedule included.

### **Price Schedule**

Subcontracting Service with Chip Truck..... \$\_\_\_\_\_/hr + HST  
BC1000 Chipper Rental.....Half Day \$\_\_\_\_ + HST  
.....Full Day \$\_\_\_\_ + HST

Please note that prices are subject to change at any time. Should the need arise for price changes, the Contractor will be notified in writing and provided with a new price schedule. Special pricing can be negotiated for larger jobs or other circumstances.

## **Payment Policy**

All fees are payable in advance. An “account” will be established between ConservaTree and the Contractor wherein credits will denote payments made by the Contractor and debits will denote services rendered by ConservaTree. Fees can be paid in convenient amounts (e.g. \$500 or \$1000, etc.) and then the balance will be deducted from, as services are rendered. Receipts for payments received, invoices for services rendered, and current account balances will be issued upon request. Please note that the minimum payment amount towards the account is \$500 unless there are special circumstances that have been discussed between both parties.

## **Billing**

Billing for services is done by the hour, commencing from the time we leave our shop (Adelaide St, north of Medway Rd) to the time we leave the jobsite, rounded to the nearest 15-minute interval. We will deduct for a lunch break provided one is taken.

We have a minimum service charge of 4 hours per day. In addition, please note that we charge time and a half for all work after 5 pm. This overtime fee may be waived by ConservaTree at our discretion.

## **Availability and Booking**

Because ConservaTree arborists are in high demand, we book subcontracting dates on a first come, first served basis. It is recommended that the Contractor book dates and times with ConservaTree at least a week in advance. We are generally available for subcontracting between Monday and Thursday, depending on our workload. We can never guarantee availability for subcontracting services, especially on short notice.

While we strive to honor dates and times that have been booked with us, there is always the potential that circumstances beyond our control may prevent us from completing the scheduled work. Such situations include but are not limited to sickness, injury, inclement weather, equipment failure, etc. In these cases, ConservaTree may waive the 4 hour minimum service charge and will in most cases provide the Contractor with an alternate day or time to complete the scheduled work.

## **Tools and Equipment**

Both parties agree to use their own tools and equipment on the jobsite unless verbal permission has been given otherwise. This is to help protect both parties in the event that tools or equipment are lost, stolen, or damaged. This will apply to all staff of ConservaTree and the Contractor.

Should any individual piece of ConservaTree tools or equipment be out of service (e.g. blower, polesaw, etc.), regular subcontracting fees will still apply for the day in question. In most cases, ConservaTree staff will find an alternate means of completing assigned work. For this reason among others, it is important that the Contractor supply their own equipment on the jobsite, both for their own staff's usage as well as to provide a backup for ConservaTree's tools and equipment.

## **Job Leads and Competition**

Any job leads or quotes arising from work at the Contractor's jobsite will be referred directly to the Contractor for follow-up and will only be accepted or entertained by ConservaTree with express, prior consent from the Contractor.

## **Independence**

It is understood by the parties that ConservaTree is an independent contractor and not an employee of the Contractor. ConservaTree is at liberty to set its own weekly schedule as well as set staff policies including but not limited to: acceptable work practices, procedures, tools and techniques, dress code,

health and safety protocol, etc. The Contractor shall not issue or give any instruction, order or directions directly to the employees or workmen of ConservaTree other than to the persons designated as the authorized representatives of ConservaTree.

Both parties agree to forbid the hiring of each other's staff outside of regular work time without express prior consent of the respective business owners. Both parties agree that while this agreement is in force, neither party will solicit or entice away any person, firm or company who has been a client, customer or employee of the other's business.

### **Right to Refuse**

ConservaTree always reserves the right to refuse work, if and when we feel that the tree or job is too dangerous or that certain site or weather conditions make the job too risky. Contractor agrees to accept without prejudice our decision to refuse the work in question and either reschedule or come to an agreement for an alternative means of completing work.

Note that we do not work anywhere close to hydro lines, either by climbing or aerial device. The potential for damage to infrastructure and injury to personnel is too great, and the corresponding fines are too large to warrant this type of work. It is always better to leave hydro work to properly trained hydro professionals.

### **Liability**

ConservaTree will cover up to a maximum of \$500 liability per job for any damage to client property caused by ConservaTree staff due to carelessness, negligence, or recklessness, whether by act or omission. Note that we cannot be held accountable for situations beyond our control, including but not limited to: dead or decayed trees or parts thereof, unsafe growing conditions, etc. We will always take any and all relevant precautionary measures to mitigate property damage; however, trees are natural systems which can fail at any time without prior warning. There is always the potential for damage beyond our control for which we cannot be held accountable. These concerns should be voiced to the client at time of initial quote.

Note: ConservaTree waves all liability in emergency/storm-damage or related situations.

### **Indemnification**

The Contractor agrees to indemnify and hold ConservaTree harmless from all claims, losses, expenses, fees, costs, and judgments that may be asserted against the Contractor that result from the acts or omissions of ConservaTree staff, beyond the maximum liability of \$500 per job.

### **Confidentiality**

ConservaTree will hold in confidence any and all of the clients' confidential information including but not limited to names, addresses, phone numbers, etc, and will not forward any such information to a third party without prior consent of the client. ConservaTree staff will adhere to our internal Privacy Policy, available at [www.conservatree.ca/privacypolicy.html](http://www.conservatree.ca/privacypolicy.html).

### **Amendment**

This agreement may be modified or amended in writing, provided that the amendment is signed by both parties.

ConservaTree reserves the right to make temporary verbal amendments to this agreement in extenuating circumstances e.g. emergencies etc. Verbal amendments must be acknowledged and agreed to by the Contractor to be of any force or effect.

**Severability**

If any provision of this agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**Termination**

This agreement shall remain in effect until such time as ConservaTree or the Contractor notifies the other party in writing of their desire to terminate the agreement. Upon termination of this agreement, ConservaTree shall ensure that any balance in the account has either been reduced to zero by services rendered or is returned to Contractor by cheque.

**Terms & Conditions**

- 1. This Agreement shall be governed by the laws in effect in the province of Ontario.
- 2. Note that this agreement cannot cover all possible scenarios and that in the event of a disagreement or situation, it is the responsibility of both ConservaTree and the Contractor to act in good faith as professionals to resolve any dispute.
- 3. Where any conflict arises between this agreement and any other written or verbal communication with the Contractor, this agreement shall prevail and have full force and effect.
- 4. This agreement supersedes any prior written or oral agreements between the parties.

Our goal is to help you provide the highest quality tree services to your clients and to help support your company now and into the future.

On behalf of the ConservaTree team, we look forward to a mutually rewarding relationship.

Service Recipient: “ \_\_\_\_\_ ”

\_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Owner

Service Provider: “ConservaTree Inc.”

\_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_

Patrick Masterson  
President and Owner