

This contract ("Contract") is a legally binding agreement requiring payment for the performance of services. It is enforceable in accordance with its terms and binding against the parties upon execution. It may only be amended, in writing, by the parties. OWNER SHOULD CONSULT AN ATTORNEY BEFORE EXECUTING THIS CONTRACT.

EMERGENCY TREE REMOVAL CONTRACT

The undersigned Avery Jenkins "Owner" executes this Contract fully engaging the services of All Wood's Tree Service, Inc. a Utah corporation ("All Wood's") located at 2555 E 5950 S Ogden UtaH 84403 ("All Wood's") in accordance with the terms below. Owner hereby grants All Wood's all authority necessary to perform the Work (defined below) at the Work Site located at 5644 Crestwood Drive South Ogden Utah 84405(the "Work Site") upon the terms and conditions set forth herein.

OWNER INFORMATION:

Name : first _____ last _____ or Company _____

Address: _____

Phone number: _____

Insurance company: insurance company _____

Claim number: _____

Email: _____

Date: _____

This is a contract to perform tree removal, repair work and related services (the "Work") at the Work Site. This Contract shall include this agreement together with all price charts, descriptions, sketches, drawings and exhibits attached hereto and incorporated herein by reference. This Contract shall become effective at the time that Owner initials or executes the Contract and constitutes the entire agreement between the parties. The undersigned is the Owner or the authorized agent of the Owner who has received, reviewed, read and understands the Contract and authorizes All Wood's to complete the Work.

Initial: _____ initials

THE WORK

The work which is the subject of this Contract (the "Work") shall include the following:

1. Removal of all fallen tree(s) at the Work Site (Insert N\A if not applicable).
2. Grinding N/A tree stumps N/A (Insert N\A if not applicable).
3. Hauling of debris (Insert N\A if not applicable).
4. Installation of tarp roof N/A (Insert N\A if not applicable or available).

5. Fabrication of ingress/egress structures as needed for equipment access ___N/A___ (Insert N\A if not applicable or available).
6. Arborist assessment X (Insert N\A if not applicable or available).
7. Permits and Administrative (Invoicing).

Owner and All Wood's acknowledge that the Work requires All Wood's to perform emergency tree removal and repair services upon the Work Site in hazardous conditions. As a result of the emergency, all required repairs and removals may not be readily apparent nor discoverable at the time this Contract is executed. Nevertheless, Owner authorizes All Wood's to perform and complete all work necessary to: i) render the Work Site safe; ii) protect the Work Site and surrounding improvements from further or continuing damage; and, iii) remove all debris from the Work Site (collectively, "Emergency Services") regardless whether such Emergency Services are specifically identified above or in attached exhibits as part of the Work. Owner agrees to pay for Emergency Services in accordance with this Contract and that Emergency Services shall be part of the Work.

PAYMENT TERMS

By signing this Contract, Owner agrees to promptly pay for Work performed, regardless of whether all or any portion of the Work is covered by insurance upon the following terms and conditions.

- *All Wood's bills in hourly time increments as described in our Price Chart below.
- *All Wood's minimum charges are described in our Price Chart below.
- *All Wood's charges higher rates for Immediate Deployment. Immediate Deployment is any Work commenced within 24 hours of notification of All Wood's and requires the rescheduling of All Wood's pre-scheduled work.
- *Charges include all time rendered by All Wood's necessary to complete the Work including travel time to and from the Work Site. Because emergency tree work and each Work Site is unique, All Wood's may not be able to inspect the Work Site nor provide a final estimate before commencing the Work. Nevertheless, the Owner authorizes All Wood's to proceed with Emergency Services notwithstanding the absence of a written price estimate and agrees to pay for such Work in accordance with the Price Chart below without any guarantee of final charges. All Wood's shall provide Owner with written price estimate upon the earlier of: i) the completion of the Work; or ii) once the emergency requiring the Work has been resolved.

Initials: _____

Immediate Deployment Rates: If Immediate Deployment is required, All Wood's will add an additional 20 % to the total cost of the Work, if applicable. All Wood's also charges the rates listed on the Price Chart for equipment operators, mobilization and demobilization, and back-office support for communications with insurance providers and adjusters.

Initials: _____

Administrative Rates: All Wood's shall charge Owner an Administrative Fee of \$150 per hour for administrative staff time necessary to provided additional documentation, negotiations and litigations

costs in resolving claims with Owner's insurance carrier(s) outside of the standard photographs and invoices reflecting Work performed.

Initials: _____

Concealed Contingencies: Owner is responsible for delivering the Work Site to All Wood's in a safe, workable condition and shall use its best efforts to facilitate All Wood's performance of the Work. Owner is responsible for any and all expenses and costs incurred by All Wood's during the performance of the Work due to unusual, latent or unanticipated conditions, environmental hazards, concealed damage, and/or existing defects (specifically including, but not limited to, rock, debris, underground powerlines, etc.) on or at the Work Site (collectively the "Defects"). All Wood's is neither liable nor responsible for repairing any Defects. Owner acknowledges and understands that All Wood's uses heavy machinery, and that such machinery may cause underlying damage to paved and other prepared surfaces. Owner releases All Wood's of all claims, costs and expenses and damages to any driveways, landscaping, patios and other ground or underground structures resulting from the use of heavy equipment in the completion of the Work.

Owner agree to pay All Wood's on a time and materials basis for any concealed contingencies resulting in a modification of the Work occasioned by the Defects or any latent or patent defects, hazardous conditions, concrete, foreign matter, stinging insects, nests, rock, pipe, and electrical lines encountered in the course of the Work not otherwise specified to the contrary in this Contract.

Terms of Payment: All accounts are due and payable upon receipt of invoice. Owner agrees to pay interest on the outstanding balance of any invoice at a rate equal to the lesser of 1 1/2% per month (18% per annum) or the maximum interest rated permitted by law on all accounts not paid in full by the 30th day following the invoice date. Deposits and down payments are non-refundable and are deemed earned in full upon receipt. Owner acknowledges, agrees, and understands that Owner is responsible for and shall pay in a timely manner any portion of the invoice not covered by insurance. Owner expressly consents to be contacted by electronic mail, voice, and SMS/MMS by All Wood's or its representatives for payment purposes. Returned checks are subject to a \$50 service fee for the administrative costs incurred. To the extent permitted by applicable law (a) reversed charges, contested charges, and stopped payments shall be considered to be a breach of this Contract, for which All Wood's shall automatically be entitled to liquidated damages in the amount of the reversed charge, contested charge, and/or stopped payment fees and expenses arising out of such breach; and (b) Owner's deposit, retention, or refusal to surrender or remit to All Wood's proceeds or payment received from Owner's insurance carrier(s) for the Work may amount to insurance fraud and shall be a breach of this Contract for which All Wood's shall automatically be entitled to liquidated damages in the amount of such proceeds and expenses incurred arising out of such breach. Owner shall indemnify and hold All Wood's harmless for any claims of fraud, misrepresentation or breach of contract relative to the submission and processing of insurance claims except for All Wood's' own misconduct. In all instances, Owner shall reimburse All Wood's for any attorney's fees, court costs and similar fees incurred by All Wood's in connection with the enforcement or the collection of any fees hereunder.

Direct Pay Authorization: By execution of this Contract, Owner expressly authorizes All Wood's to be paid directly by Owner's insurance company for all amounts due under this Contract without further notice, acknowledgment, consent, or signature from Owner. To the extent permitted by applicable law, Owner agree that any attempt by Owner or Owner's agents to divert or directly receive any such payment contrary to the terms of this Contract shall automatically be a breach of this Contract, for which All Wood's shall be entitled to liquidated damages in the amount of the payment so diverted or redirected plus attorney's fees and expenses arising out of such breach.

Insurance Billing Authorization and Assignment of Insurance Benefits: Owner hereby assigns, sells, and transfers all of Owner's insurance rights, benefits, proceeds, claims, demands, causes of action, and rights to recovery under applicable insurance policies but only pertaining to the Work (the "Claims") to All Wood's. All Wood's shall have the right, for its own benefit, to prosecute, collect, settle, compromise, and grant releases on the Claims relative to the Insurance Policy only as it, in its sole discretion, deems advisable. Owner hereby waives all privacy rights relating to such Claims and the insurance policies and further direct that all insurance companies providing coverage to Owner for damage and/or loss upon which the Work is based release any and all information requested by All Wood's, its representatives or agents to All Wood's upon the request of All Wood's or its agents for the purpose of obtaining payment by the insurance companies for the Work. Such rights shall include the right for All Wood's to demand an independent appraisal of the loss on the Claim and to pursue legal recourse for amounts due under the Claim. Owner irrevocably authorizes and instructs all insurance companies to make payments of Claim proceeds directly to All Wood's.

Initials: _____

RIGHT TO LIEN

If Owner fails to pay All Wood's for the Work, All Wood's shall be entitled to record a construction/contractor's lien against the Work Site. All Wood's is not a residential or commercial builder, alteration contractor, electrician, plumber, or electrical contractor, and is not required to have a license to perform the Work under this Contract.

WORKMANSHIP

The Work will be performed in a professional manner by experienced personnel outfitted with appropriate tools and equipment necessary to complete the Work properly and safely. A typical emergency tree removal operation will involve use of a crane, multiple personnel, and a wheel loader, track loader etc. among other equipment, so that debris may be lifted and removed in a manner that minimizes the potential for additional damage to all structures. Further, to minimize hazards to workers, All Wood's may use light towers to illuminate the Work site and chip trucks and chippers to clear the hazard zones. All Wood's may place temporary tarps on structures damaged from trees and debris when the Work is complete. All Wood's reserves the right, in its sole and absolute judgment, to determine what equipment, labor, and materials will be used to safely perform the Work.

PERFORMANCE BY ALL WOOD'S

Work crews may arrive at the Work site unannounced unless otherwise designated in this Contract. All Wood's shall attempt to meet all scheduled or estimated performance dates but shall not be liable for

damages due to delays arising from inclement weather, pandemics, supply chain issues or other force majeure causes beyond its control. Owner is not relieved of Owner's responsibilities under this Contract because of delays.

INSURANCE

All Wood's is insured for liability resulting from injury to persons at the Work Site and maintains Workers Compensation Insurance.

STUMP GRINDING

If stump grinding is requested by Owner or is deemed by All Wood's as necessary to render the Work Site safe, stable or to restore structures on the Work Site such as uplifted fences, underground utilities, sprinkler systems, or disheveled driveways etc., All Wood's will arrange for stump grinding. The cost of stump grinding is \$200 per linear foot as measured from outside root tip to outside root tip. Stump grinding, if included, is generally completed several days after the tree is removed.

ACCESS TO WORK

Owner shall use Owner's best efforts to facilitate All Wood's' performance of the Work and shall provide free, unencumbered access to all aspects of the Work Site to All Wood's' employees, contractors, agents and their vehicles and equipment. Owner agrees to keep driveways clear and available for movement and parking of trucks and equipment to be used during normal work hours or as otherwise requested as necessary to perform the Work. All Wood's shall not be liable for damage to driveways and/or sidewalks due to excessive weight of equipment. All Wood's' employees are not required to keep gates closed to animals or children. Owner shall be responsible for keeping all non-All Wood's personnel from the Work Site. All Wood's shall not be responsible for any injury to Owner's property, agents, children or animals present at the Work Site except due to All Wood's gross negligence or wanton misconduct.

WORK SITE LINES & RESTRICTIONS

Owner shall accurately mark the boundaries of the property upon which the Work Site rests or otherwise notify All Wood's of such boundaries. Owner agrees to provide All Wood's with a copy of any restrictions, easements, or rights of way upon request. All Wood's may refuse to commence the Work until all such documentation and markings are duly provided.

OWNERSHIP

Owner warrants and represents that (a) Owner owns, or (b) Owner has express permission from the owner of, all trees, vegetation, and Work Site upon which the Work is to be performed to authorize and guarantee payment for the Work. Owner hereby expressly agrees to and shall hold All Wood's harmless from all claims for damages resulting from Owner's failure to obtain proper consents.

PERMITS

Owner is responsible for and shall obtain and pay for all required permits.

INHERENT HAZARDS AND RISKS

Trees inherently pose a certain degree of hazard and risk from breakage, failure, and other causes and conditions. Recommendations made by All Wood's are intended to minimize or reduce hazardous conditions that may be associated with trees. While such recommendations should reduce the risk of tree failure, they cannot eliminate such risk, especially in the event of a storm or any other act of God. Therefore, there is and can be no guarantee that efforts to mitigate against unsafe conditions will prevent breakage or failure of a tree. Additionally, some hazardous conditions in landscapes are apparent, while others require detailed inspection and evaluation. While a detailed inspection and evaluation should and normally does result in the detection of potentially hazardous conditions, there can be no guarantee or certainty that all hazardous conditions will be detected. Owner assumes all inherent hazards and risks inherent in the performance of the Work and the Work Site, except for risks and damages associated with All Wood's' wanton or criminal or gross misconduct. Otherwise, Owner assumes all such risk associated with the Work.

INDEMNIFICATION AND WAIVER

By execution of this Contract, Owner expressly indemnifies and agrees to hold All Wood's, its agents, employees, subcontractors, officers, directors and shareholders harmless from and against any and all damages, losses, claims, and actions of any person, whatsoever, arising out of any damage caused to any person or Work Site arising during the performance of the Work, except for damages or losses directly attributable to All Wood's' its agents, employees, subcontractors, officers, directors and owners' gross negligence or willful misconduct. Performance of the Work poses inherent risk which All Wood's will attempt to mitigate or reduce including but not limited to the cutting and removal of trees, the handling of Defects and concealed conditions, operating equipment around utility and other service lines, etc. While All Wood's shall attempt to mitigate or avoid such risks and hazardous situations, there is no guarantee that all such circumstances and situations will be detected. Owner acknowledges and agrees that it shall be solely liable for all costs, expenses, claims of action including the cost of defense for such claims. The foregoing indemnification and hold harmless provisions shall directly apply to all such claims incurred by All Wood's and shall expressly survive the completion of the Work or the termination of this Contract, whichever is last.

Tarps: All Wood's may tarp a structure or other item to protect it prior to, during, and after Work. All Wood's cannot guarantee that a tarp will protect a structure during all weather conditions or events or remain intact or in place. Owner acknowledges, understands, and agrees that a tarp may dislodge and cause damage to other items of personalty and Work Site and that All Wood's shall not be liable for any damage arising therefrom or relating thereto.

Damage to Work Site: All Wood's shall not be liable for any damage trees, vegetation and the Work Site upon which the Work is to be performed. Further, Owner acknowledges that All Wood's used heavy machinery, that such machinery may cause underlying damage to paved and other prepared surfaces and non-prepared surfaces and will not be liable for any damage to lawns/landscaping, driveways, sidewalks, any other hard surfaces, invisible fences, buried lines, and/or buried objects.

WAIVER

Owner represents that Owner is currently experiencing an emergency in the form of a fallen tree and collateral damage that requires immediate attention and expeditious action to remove the fallen tree. The Work to be completed by All Wood's is necessary to safeguard the health, safety, and welfare of Owner and the Work Site and to prevent any further damage to the Work Site. All Wood's is engaged in the foregoing emergency work efforts and agrees to immediately begin to perform the outlined Work. Owner acknowledges that Owner may have a right under state statute to cancel this service contract, and, as soon as All Wood's commences the Work by providing emergency mobilization, Owner hereby expressly and knowingly waives such right, because Owner acknowledges All Wood's' ability to commence the Work without delay, because of an emergency.

Initials: _____

ACTS OF GOD

Owner understand, acknowledge, and agree that Work may be postponed, in whole or in part, due to exigencies beyond All Wood's' control, including, but not limited to, declarations of governmental bodies, hazardous or impenetrable road conditions, weather, strike, war, pandemic, insurrection, supply chain restrictions, etc., and that Owner's obligations under this Contract are not relieved due to any such delay.

ELECTRONIC COMMUNICATIONS

Owner agrees to execute and exchange records and documents in electronic ("E") form. Owner shall promptly notify All Wood's via telephone of any change to Owner's telephone number and electronic mail address. Owner may withdraw consent to E-communications at any time by notifying All Wood's_ via telephone at least 24 hours prior to such withdrawal.

BREACH AND TERMINATION OF CONTRACT

If either party commits a non-financial breach of this Contract, then the claiming party shall provide the breaching party with written notice of the default and ten (10) days opportunity to cure, or, in the event of a default which, cannot by its nature be cured within said ten (10) days, commence and diligently pursue cure. If either party commits a financial breach of this Contract, then the claiming party shall provide the breaching party with written notice of the default and two (2) days opportunity to cure. If the breaching party fails to cure, as required herein, then the claiming party shall have all remedies available in law, in equity, and under this Contract. If Owner fails to timely cure a financial breach under this Contract, then All Wood's shall have the immediate right to recover all legal fees, costs, and expenses incurred in collections. The prevailing party in any legal action shall have the right to recover all legal fees, costs, and expenses actually incurred. The remedies provided herein are cumulative and shall not preclude the assertion by any party hereto of any other rights or the seeking of any other remedies against the other party hereto. All Wood's reserves the right to terminate this Contract at any time with or without cause.

GOVERNING LAW

By execution of this Contract, Owner agrees that this Contract shall be construed and interpreted in accordance with the laws of the State of Utah and to submit to the exclusive jurisdiction of the Courts located in Weber County in connection with any litigation arising out of this Contract. Owner agrees to submit to the jurisdiction of these courts and waive all objections to this forum, including without limitation forum *non conveniens*.

SEVERABILITY AND INTERPRETATION

If any provision of this Contract is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Contract shall remain operative and binding upon the parties. This Contract shall not be construed with reference to the party that caused it or any part of it to be prepared, and the doctrine of *contra proferentem* shall not be applied in any action arising out of or relating to this Contract.

COUNTERPARTS, ELECTRONIC SIGNATURES, FACSIMILE, PDF

This Contract and all future documents may be executed in any number of identical counterparts, all of which, when taken together, shall constitute the same instrument. The parties acknowledge and consent to be bound by electronic signatures, including signatures of any required witness. A facsimile, .pdf copy, and other electronically executed versions of documents executed by the parties shall be deemed an original for all relevant purposes.

The undersigned is the Owner or agent acting under the express authority of Owner, has received and read and understands and agrees to this Contract and requests that All Wood’s commence the Work. The undersigned has read this Contract, including all ancillary documents which make up a part of this Contract and agrees to be bound by all of the provisions so written.

OWNER:

**ALL WOOD’S TREE SERVICE, INC.
A Utah Corporation**

Its: _____

I agree to the hourly pricing and minimums below: Initials: _____

Price Chart

Name	Rate per hours	Min
111 Ton and Bigger (Tree-Mek)	\$750 USD	5 Hrs
36-75 Ton (Stick Crane)	\$550 USD	5 Hrs
76 Ton Or Bigger (Stick Crane)	\$795 USD	5 Hrs
Bucket Truck	\$375 USD	5 Hrs
Chainsaw	\$50 USD	5 Hrs
Chipper	\$175 USD	5 Hrs
Chipper Truck	\$250 USD	5 Hrs
Climber	\$200 USD	5 Hrs
Crane Cribbing	\$50 USD	5 Hrs
Emergency Lights/Generator	\$80 USD	5 Hrs
Equipment Operator	\$200 USD	5 Hrs
Equipment Trailer	\$125 USD	5 Hrs
Ground Worker	\$125 USD	5 Hrs
Hand Tools	\$35 USD	5 Hrs
Leaf Blower	\$35 USD	5 Hrs
Log Truck	\$270 USD	5 Hrs
Mini Bucket/Root Grapple	\$50 USD	5 Hrs
Mini Dangle Grapple	\$50 USD	5 Hrs
Mini Skid Steer	\$150 USD	5 Hrs
Skid Steer	\$150 USD	5 Hrs
Skid Steer Bucket/Root Grapple	\$70 USD	5 Hrs
Skid Steer Dangle Grapple	\$70 USD	5 Hrs
Spider/Man Lift	\$225 USD	5 Hrs
Support Truck (Semi)	\$300 USD	5 Hrs
Support Truck (Straight Truck)	\$275 USD	3 Hrs
Tarp Per Square Foot	\$5 USD	5 Sq. ft.
Traffic Cones & Signage	\$75 USD	5 Hrs
Traffic Control	\$120 USD	5 Hrs
Turf Matts	\$50 USD	5 Hrs