



The Davey Tree Expert Company ("Company")
2496 Bay Road
Redwood City, CA 94063
Phone: (650) 475-5400 Fax: (650) 475-5408
Email: George.Reno@davey.com
CA Contractor Lic 694001
The Notice of Cancellation may be sent to the above address.



Client	Service Location	10/27/2025
REDWOOD CITY SCHOOL DISTRICT FACILITIES DEPARTMENT 601 James Ave Redwood City, CA 94062-1044	KENNEDY MIDDLE SCHOOL 2521 GOODWIN AVE Redwood City, CA 94061-2518 Home: (650) 369-1402 Work: (650) 670-2943 Mobile: (650) 670-2943 Fax: 650-369-1402 Email: tderosa@rcsdk8.net	Proposal #: 20045985-1748999461 Account #: 431059 Ship To #: 440177 Home: (650) 569-2374 Mobile: (408) 805-0017 Fax: (650) 369-1402 Email: mcervantes@rcsdk8.net

Tree Care	Service Period	Price	Tax	Total
☐ Tree Pruning		\$2,730.00		\$2,730.00
TREE PRUNING ~ (2) Chinese Elms and Liquidambar along fence by baseball field diamond - Thin 15-20%, Branch end weight reduction, Raise for clearances \$1560				
TREE REMOVAL ~ Dying Liquidambar along fence by baseball field diamond - Remove to grade and grind stump \$1170				
Total of All Services		\$2,730.00	\$0.00	\$2,730.00

☐ YES, please schedule the Services marked above.

Description of how work will commence:			
Approximate Start Date:		Approximate Completion Date:	

Note About Extra Work and Change Orders: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments.

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.



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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

PERFORMANCE AND PAYMENT BOND: Client has the right to require Company to obtain a performance and payment bond.

THREE-DAY RIGHT TO CANCEL

You, the buyer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the contractor at the contractor's place of business by midnight of the third business day after you receive a signed and dated copy of the contract that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the contractor must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the contractor at your residence, in substantially as good condition as you received it, any goods delivered to you under this contract or sale. Or, you may, if you wish, comply with the contractor's instructions on how to return the goods at the contractor's expense and risk. If you do make the goods available to the contractor and the contractor does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the contractor, or if you agree to return the goods to the contractor and fail to do so, then you remain liable for performance of all obligations under the contract.

NOTE. If You, the buyer, are 65 years of age or older, all references to "three" or "third" in the above statement shall be changed to "five" and "fifth," respectively.



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CLIENT:

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

COMPANY:

Signature: George Reno
Name (print): George Reno
ISA Certified Arborist WE-4200AT
Title: District Manager
Date: 10/27/2025

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.

NOTICES

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)

The Davey Tree Expert Tree Company is a foreign corporation that carries liability insurance or maintains other security as required by law. You may call Marsh USA LLC at (866) 966-4664 to check on the contractor's insurance coverage or security.

WORKERS' COMPENSATION INSURANCE

The Davey Tree Expert Tree Company carries workers' compensation insurance for all employees.

PERFORMANCE OF EXTRA OR CHANGE-ORDER WORK

You, the Client, may not require Davey to perform extra or change-order work without providing written authorization prior to the commencement of work covered by the new change order. Extra work or a change order is not enforceable against You unless the change order also identifies all of the following in writing prior to the commencement of work covered by the new change order: (a) the scope of work encompassed by the order; (b) the amount to be added or subtracted from the contract; and (c) the effect the order will make in the progress payments or the completion date. Davey's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

MECHANICS LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanic's lien on your property. A mechanics lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a 'Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if they are not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices.

You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your

project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's internet website at www.cslb.ca.gov or call CSLB at 800-321-CSLB (2752).

REMEMBER, IF YOU DO NOTHING, YOU RISK HAVING A LIEN PLACED ON YOUR HOME. This can mean that you may have to pay twice, or face the forced sale of your home to pay what you owe.

CONTRACTORS STATE LICENSE BOARD (CSLB)

CSLB is the state consumer protection agency that licenses and regulates construction contractors.

Contact CSLB for information about the licensed contractor you are considering, including information about disclosable complaints, disciplinary actions, and civil judgments that are reported to CSLB.

Use only licensed contractors. If you file a complaint against a licensed contractor within the legal deadline (usually four years), CSLB has authority to investigate the complaint. If you use an unlicensed contractor, CSLB may not be able to help you resolve your complaint. Your only remedy may be in civil court, and you may be liable for damages arising out of any injuries to the unlicensed contractor or the unlicensed contractor's employees.

For more information: Visit CSLB's internet website at www.cslb.ca.gov. Call CSLB at 800-321-CSLB (2752). Write CSLB at P.O. Box 26000, Sacramento, CA 95826.

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 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

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 The Davey Tree Expert Company, at 2496 Bay Road, Redwood City, CA 94063 NOT LATER THAN MIDNIGHT OF _____.

Cancellation
Date

I HEREBY CANCEL THIS TRANSACTION

Date

Buyer's Signature

Printed Name

20045985-1748999461

Proposal Number

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