

Premier Tree Specialists, LLC
(216) 245-8908
PremierTreesLLC.com
Equipment Access/Property Waiver Form
For Customer & Neighbor

CUSTOMER NAME:

CUSTOMER ADDRESS:

NEIGHBOR NAME:

NEIGHBOR ADDRESS:

SCOPE OF WORK:

Contractor's Statement: By allowing Premier Tree Specialists ("Contractor" hereafter) to use your property for the execution of work as described above, you are allowing for a more expeditious and safer job for you, the customer and for the tree workers.

Contractor's insurance coverage (General Liability, Worker's Comp, & Auto) will extend to your property. Owner acknowledges that Contractor must place equipment on the driveway(s) or specified area(s). Owner further acknowledges that it is possible that cracking, buckling, displacement, crushing, sloughing, discoloration, or other damage may occur to the driveway(s) or specified area(s) during the course of the Work. By signing below, Owner represents to Contractor that the undersigned is the sole owner of the Property and that in the interest of completing the Work agrees that Contractor and its officers, representatives and employees shall have no liability whatsoever in favor of Owner for cracking, displacement, crushing, sloughing, discoloration or other or any other damage to the driveway(s) or specified area(s) that results from the transporting, placement or use of said equipment on, across or about the Property.

Release, Limitation of Liability/Warranty: Contractor will perform the work in a diligent and careful manner consistent with industry standards. Contractor shall not have any liability or responsibility for any direct, indirect, special, incidental, exemplary, or consequential damages, even if advised of the

possibility of such damages, that are a result of damage in the driveway(s) or specified area(s). But while Premier Tree Specialists LLC is released from liability for damage to the driveway(s) or specified area(s) free from damage of all such claims it assumes full responsibility for any damage that it may cause to the remainder of the property, whether because of negligence or in the normal course of the work. That responsibility includes the responsibility to work with due caution to avoid causing damage as well as the responsibility to fix, to the satisfaction of the Owner, any damage which is inadvertently caused by Premier Tree Specialists LLC in the course of the work.

Owner understands and acknowledges that the performance of the work is difficult and inherently dangerous and hazardous, and damages can result even if the work is performed with care and caution. Premier Tree Specialists LLC values honesty and integrity in all its dealings and will seek a neighborly solution in the event of a dispute. Should a dispute arise about the property related to this equipment access/driveway waiver form as outlined above, you will agree to arbitration according to the American Arbitration Association as a method of dispute resolution. Premier Tree Specialists LLC will decline to name an arbitrator and will allow the AAA to select an arbitrator in the interest of a speedy and fair resolution if a neighborly solution cannot be agreed upon.

Your signature below authorizes the release and grants permission to Premier Tree Specialists LLC to enter the above designated portion of your property on the day of work. We sincerely appreciate your cooperation. Should you have any questions or concerns please do not hesitate to contact our office at (216) 245-8908 or sales@premiertreesllc.com

Signature(s): _____ Date: _____

Signature(s): _____ Date: _____