



**Chinook Arbor Services Ltd.**  
**Terms and Conditions of Service**  
*Version 2026-01 Effective Date: June 1, 2026*

## 1. Application of Terms

These Terms and Conditions apply to all quotes, estimates, proposals, reports, assessments, consulting assignments, and services provided by Chinook Arbor Services Ltd. (the "Company"). Acceptance of any quote, estimate, proposal, authorization to proceed, or request for service constitutes acceptance of these Terms and Conditions.

## 2. Pricing Types

All quotes will clearly identify one of the following pricing structures:

### 2.1 Fixed Price (Hard Quote)

A Fixed Price quote is a firm price for the defined scope of work.

The price will not change unless the scope of work changes, additional work is requested, site conditions materially differ from those reasonably observable at the time of quoting, access conditions change, or circumstances arise that were not reasonably identifiable during the quoting process.

If the full scope is not completed due to termination, weather, client instruction, safety concerns, site conditions, or other intervening factors, the Company may invoice less than the quoted amount to reflect work actually performed. Likewise, should additional items be added to the scope, the final invoice may exceed the original quoted amount.

Where practical, material changes will be discussed with the Client before additional work is performed.

### 2.2 Variable Estimate (Soft Quote)

A Variable Estimate is advisory pricing provided for planning purposes only. Actual pricing may increase or decrease based on labour requirements, equipment requirements, site conditions, access limitations, material volume, disposal requirements, weather conditions, and other factors reasonably discovered during performance.

The Company will discuss material changes in pricing with the Client when practicable. Variable Estimates are not guaranteed prices.

## 2.3 Time and Materials

Time and Materials pricing is based upon actual labour time, equipment utilization, materials consumed, subcontractor costs, disposal costs, and services provided.

Any estimate of anticipated cost is non-binding unless explicitly stated otherwise in writing. Final invoicing reflects actual time, materials, equipment, and services incurred.

## 2.4 Minimum Charges

Certain services may be subject to minimum charges regardless of actual time spent on site. Minimum charges may reflect travel time, mobilization, setup time, administrative effort, specialized equipment requirements, disposal costs, and other costs associated with providing the service.

Examples may include, but are not limited to, stump grinding, consulting services, tree risk assessments, inventories and appraisals, plant health care visits, emergency call-outs, service calls, and mobilization of specialized equipment.

Applicable minimum charges will be identified in the quotation where relevant and practical.

## 2.5 Quote Validity

Unless otherwise stated in writing, quotations are valid for thirty (30) days from the date issued.

Quotations not accepted within the validity period may be revised, withdrawn, or reissued at the Company's discretion. The Company reserves the right to adjust pricing following the expiration of the validity period to reflect changes in labour costs, material costs, disposal costs, fuel costs, subcontractor costs, regulatory requirements, or other factors affecting the cost of providing services.

## 2.6 Taxes

Unless otherwise stated in writing, all quotations issued by the Company include applicable Goods and Services Tax (GST). Where GST is included, it will be separately identified within the quotation and invoice for transparency. Should applicable tax legislation change between the date of quotation, and the date services are performed, the Company reserves the right to apply taxes in accordance with applicable law.

## 2.7 Currency

All pricing is stated in Canadian Dollars (CAD) unless otherwise specified in writing.

## 3. Standards of Practice

Unless otherwise specified in writing, all work performed by the Company shall be conducted in accordance with applicable industry standards and regulatory requirements in effect at the time the work is performed. These standards may include, but are not limited to, ANSI Z133 Safety Requirements for Arboricultural Operations, applicable Alberta Occupational Health and Safety legislation and regulations, ANSI A300 Tree Care

Standards, International Society of Arboriculture (ISA) Best Management Practices, and other recognized arboricultural standards, guidelines, and manufacturer specifications as applicable.

The Company reserves the right to determine the methods, equipment, personnel, and work practices necessary to safely and effectively perform the contracted services while remaining compliant with applicable standards and regulations. References to standards shall be deemed to refer to the most current version in effect at the time the work is performed.

#### 4. Deviations from Industry Standards

The Client acknowledges that site conditions, access limitations, budget constraints, municipal requirements, utility conflicts, safety considerations, biological limitations of the tree, or other circumstances may make strict adherence to all industry recommendations impractical or impossible.

Where deviations from recognized industry standards are required, the Company will exercise professional judgment and select a reasonable course of action appropriate to the circumstances. Any significant deviation requested by the Client or required by site conditions may be documented in writing and may affect expected outcomes.

The Company reserves the right to decline work that, in its sole professional judgment, would create an unreasonable safety risk, violate applicable laws or regulations, or require practices that fall substantially outside accepted arboricultural standards.

#### 5. Definitions of Services and Scope

The following definitions apply unless otherwise stated in writing:

##### 5.1 Grade

Grade means the existing ground surface at the time services are performed, measured at the immediate work area. Grade does not refer to future landscaping, construction, concrete pads, patios, sod depth, or other finished or planned surfaces unless explicitly stated in writing.

##### 5.2 Below Grade

Below grade refers to depth measured downward from the existing ground surface at the time of work. It does not refer to current, future or hypothetical finished surfaces.

##### 5.3 Existing Grade on Sloped or Uneven Sites

On sloped or uneven sites, existing grade refers to the highest existing ground surface immediately adjacent to the stump or root flare (crown) at the time of service, unless otherwise stated in writing.

## 5.4 Stump Grinding

Stump grinding consists of mechanically reducing the visible tree stump and associated major surface roots within the immediate stump area to wood chips.

Unless explicitly stated otherwise, stump grinding includes grinding the stump and adjacent structural roots to approximately 6–8 inches below existing grade as defined above.

Stump grinding does not include excavation, removal of root systems beyond the grinding area, root chasing, removal of distant lateral roots, removal of fine feeder roots, removal of surface roots beyond the immediate stump area, soil import, regrading, or removal of wood chips beyond reasonable surface leveling.

Roots may extend well beyond the area that can be practically or economically ground. Unless specifically identified in the scope of work, roots located outside the immediate stump area will remain in place and will naturally decompose over time.

Existing underground utilities, irrigation systems, landscape lighting, invisible fencing, drainage systems, retaining walls, foundations, sidewalks, driveways, patios, decks, fences, buried debris, rocks, and other site obstructions may limit the practical extent, depth, or location of stump grinding. The Company reserves the right to modify the extent of grinding where such conditions are encountered.

## 5.5 Debris Removal

Debris removal includes loading and removal of organic material generated by the contracted work. It does not include removal of buried, concealed, or pre-existing materials unless explicitly identified in the scope.

## 5.6 Site Restoration

Site restoration is limited to reasonable raking and surface leveling of disturbed areas. It does not include soil replacement, sod installation, reseeding, irrigation repair, or cosmetic landscaping unless expressly stated.

## 6. Client Responsibility for Understanding Scope

The Client acknowledges that they have reviewed the scope of work and applicable definitions prior to commencement. Post-completion reinterpretation of terminology does not alter scope or pricing.

## 7. Site Access and Work Area Conditions

The Client shall provide reasonable access to the work area. Additional labour, equipment, rigging, traffic control, crane services, or alternate access methods required due to site conditions, restricted access, parking limitations, or other constraints may result in additional charges.

## 8. Utility Locates and Underground Infrastructure

The Client is responsible for identifying and disclosing known hazards and private underground infrastructure, including irrigation systems, landscape lighting, invisible fencing, drainage systems, septic systems, private utility lines, retaining structures, and similar site features. Public utility locates do not identify privately installed infrastructure. The Company is not responsible for damage to concealed, undisclosed, or inaccurately marked infrastructure that is not reasonably visible at the time services are performed.

## 9. Scheduling and Service Dates

Estimated service dates are approximate and may change due to weather, staffing, equipment availability, emergencies, operational requirements, site readiness, or other circumstances beyond the Company's reasonable control.

## 10. Change Orders and Additional Work

Work requested outside the original scope may be billed separately. Verbal, written, text message, email authorization, or direction to proceed constitutes approval for additional work and acceptance of associated charges.

## 11. Debris Ownership and Disposal

Unless otherwise stated in writing, all wood, brush, chips, and debris generated by the work remain the property of the Company and may be removed from the site. Material left on site at the Client's request remains the Client's responsibility.

## 12. Emergency Work

During emergency operations the Company may modify work methods, sequencing, or scope as reasonably required to address immediate safety hazards, stabilize the site, or protect persons or property.

## 13. Photographs and Documentation

The Company may photograph work sites before, during, and after operations for documentation, training, quality assurance, insurance, legal, and marketing purposes. Personal information and identifying details will be handled reasonably.

## 14. Tree Risk Assessment

Any tree risk assessment provided by the Company represents the professional opinion of the assessor based on conditions observed at the time of inspection. Trees are living organisms and conditions may change without notice due to weather, decay progression, root disturbance, construction activity, pest activity, or other factors. No tree can be guaranteed as safe. A risk assessment reduces uncertainty but does not eliminate risk. The Client is responsible for implementing recommended mitigation measures and monitoring trees for changes in condition.

## 15. Tree Appraisal and Valuation

Tree appraisals and valuations are professional opinions prepared using recognized industry methodologies and available information at the time of assessment. Appraised values are estimates only and do not constitute guarantees of market value, replacement cost, insurance settlement value, legal damages, or compensation that may be awarded by a court, insurer, municipality, or other third party.

## 16. Professional Opinions and Consulting Services

Reports, inventories, appraisals, valuations, management plans, tree risk assessments, and consulting recommendations provided by the Company constitute professional opinions based upon information available and conditions observed at the time of inspection. Trees and site conditions may change over time. The Client remains responsible for decisions regarding implementation of recommendations and for obtaining updated assessments when conditions change materially.

## 17. Reliance on Information Provided by Others

The Company may rely upon information provided by the Client, property owners, contractors, utility providers, municipalities, consultants, surveyors, and other third parties. The Company is not responsible for errors, omissions, or inaccuracies arising from information supplied by others.

## 18. Document Use and Distribution

Quotes, reports, assessments, appraisals, inventories, management plans, recommendations, photographs, maps, drawings, GIS products, and other documents prepared by the Company are intended solely for communication between the Company and the Client for the specific property, project, and purpose for which they were prepared.

Such documents shall not be reproduced, modified, distributed, published, relied upon by third parties, or used for any other purpose without the prior written consent of the Company, except where reasonably required for insurance, financing, regulatory, legal, or property transaction purposes.

The Company accepts no responsibility for the use, interpretation, modification, or reliance upon its documents by persons or organizations other than the Client for whom the documents were prepared.

Documents prepared by the Company reflect conditions observed and information available at the time of preparation. Conditions may change over time and previously issued documents should not be relied upon indefinitely without review or update.

## 19. Supplemental Support Systems

Supplemental support systems, including cabling, bracing, and other structural support installations, reduce but do not eliminate the risk of tree failure. Trees are living organisms and conditions may change over time. Regular inspections are required following

installation. Scheduling and obtaining these inspections is solely the responsibility of the Client. Failure to maintain periodic inspections may result in increased risk of failure, and the Company assumes no responsibility for support systems that are not inspected and maintained at appropriate intervals.

## 20. Tree Biology and No Guarantee of Outcome

Trees and plants are living organisms. Their response to pruning, treatment, support systems, construction activity, environmental stress, weather, pests, disease, and other factors cannot be predicted with certainty. The Company does not guarantee future tree condition, survival, appearance, growth, recovery, structural integrity, pest resistance, or response to treatment unless expressly stated in writing.

## 21. Plant Health Care Services

Plant health care recommendations and treatments are based on observed conditions at the time of inspection or treatment. Treatment outcomes cannot be guaranteed due to factors beyond the Company's control, including weather, drought, excessive moisture, site conditions, pest pressure, disease pressure, soil conditions, maintenance practices, irrigation practices, and actions of third parties.

## 22. Planting and Establishment

The Company warrants that planting services will be performed in accordance with applicable industry standards, ISA Best Management Practices, and accepted arboricultural practices in effect at the time of installation. The Company warrants its installation work but does not guarantee survival, growth, appearance, establishment success, or long-term health of living plant material due to factors beyond its control, including weather, irrigation practices, pests, disease, wildlife damage, soil conditions, site conditions, maintenance practices, construction activity, mechanical injury, or actions of third parties.

## 23. Workmanship Warranty

The Company warrants that services will be performed by qualified personnel in accordance with applicable industry standards, regulatory requirements, and accepted arboricultural practices in effect at the time the work is performed. This warranty is limited to correction of workmanship deficiencies and does not extend to biological responses of trees or plants, environmental conditions, weather events, pest or disease activity, wildlife damage, actions of third parties, or other circumstances beyond the Company's reasonable control.

## 24. Client Notification of Concerns

The Client shall provide reasonable notice of alleged workmanship deficiencies and a reasonable opportunity for inspection prior to engaging third parties or undertaking corrective work, unless the Company has declined further involvement, terminated the relationship, or immediate action is reasonably required to protect persons or property.

## 25. Right to Refuse Unsafe or Non-Compliant Work

The Company reserves the right to refuse, suspend, or terminate any work that, in its professional judgment, presents an unreasonable safety risk, violates applicable laws or regulations, requires practices substantially outside accepted arboricultural standards, or involves abusive, threatening, harassing, or unsafe conduct by any person on site.

## 26. Termination for Cause

The Company may suspend or terminate services immediately in the event of abusive, threatening, harassing, unsafe, or inappropriate conduct by the Client or any person on site. Termination does not relieve the Client of the obligation to pay for services rendered up to the date of termination.

## 27. Non-Payment and Collection

Invoices are due as stated. Unpaid accounts may be subject to collection efforts, legal action, court filing fees, service costs, enforcement costs, applicable interest, and other recoverable expenses permitted by law.

## 28. Limitation of Liability

To the maximum extent permitted by law, the Company's liability arising from services provided shall be limited to the amount paid by the Client for the services giving rise to the claim.

## 29. Force Majeure

The Company shall not be responsible for delays, interruptions, or inability to perform services caused by weather, natural disasters, labour disruptions, utility outages, governmental actions, supply chain disruptions, equipment failure, emergencies, or other events beyond its reasonable control.

## 30. Intellectual Property

Reports, inventories, assessments, appraisals, maps, photographs, databases, GIS products, recommendations, and other deliverables prepared by the Company remain the intellectual property of the Company unless otherwise agreed in writing.

## 31. Electronic Acceptance

Approval of a quote by signature, email, text message, electronic acceptance, or authorization to proceed constitutes acceptance of these Terms and Conditions.

## 32. Governing Law

These Terms and Conditions are governed by the laws of the Province of Alberta and the applicable laws of Canada.