



770-Tree-Guy  
 238 1st Manassas Mile  
 Fayetteville, Georgia 30215

Quote from 770-TREE-GUY / INOCAP LLC #907821

Created: 02/02/2023

Date: 02/15/2023

From: Richard Teets

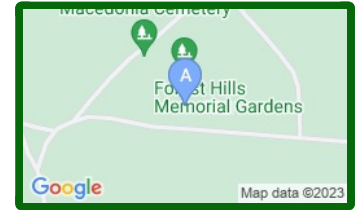
**Proposal For**

**Nigel Wattley**

722 Conley Rd mobile: 470-898-4130  
 Forest Park, GA 30297 [nwattley@forestparkga.gov](mailto:nwattley@forestparkga.gov)

**Location**

722 Conley Rd  
 Forest Park, GA 30297



Nigel Wattley

**Terms**

Due upon receipt

ITEM DESCRIPTION	QUANTITY	AMOUNT
<p><b>1) Arborist Consult</b>            Site visit at 722 Conley Rd. We observed 1 mature Oak, 28.5" DBH, originating in City property. The Oak is growing into concrete roof of Cemetery mausoleum. Attached pictures show the tree has been growing into concrete for at least a couple of years, as we observed reaction wood forming around concrete. The mature Oak also is considered structurally defective with a large decay cavity, ( wood of trunk rotting) weakening the trunk, increasing the risk of failure. We recommend removing this tree. We also moved to an older part of cemetery adjacent to Conley Rd., near the water tower. We immediately observed 1 mature Oak, appearing in good condition, and structurally sound ( level 1 visual inspection). The tree has a few large dead limbs. We recommend pruning major dead limb. We also observed 4 completely dead trees up hill near water tank. We recommend removal.</p>	1	\$ 300.00

**Client Notes**

I will send a separate email of pictures.  
 Richard Teets ISA Certified Arborist SO 10133A  
 Tree Risk Assessment Qualified 13187  
 770-312-6135.  
 Note: Arborist Consultation \$149.00  
 Arborist Consultation and Report \$300.00.

**TERMS:**

*In consideration of the Recitals hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 770-Tree Guy and Client, intending to be legally bound, agree as follows:*

**I. Reporting & Payment**

*1. Quote Binding: The Quote is Valid for 30 days from the date of the quote after which values may be subject to change.*

*2. Cancellation Fee: Cancellations must be made 48 hours prior to job start time or the Client agrees to pay a \$200.00 late cancellation fee.*

*3. Coupons or Discounts: Any coupon or discount must be presented at the time of the quote or such will not be applied to work performed under this Quote and under no circumstances can any coupon or discount be applied to the rental costs of a crane or other specialized equipment needed during the completion of the work. Coupons and discounts cannot be combined.*

*4. Payment: Client Agrees to pay the full amount specified on the Quote attached hereto and incorporated herein by reference upon completion of the work specified in the Quote. All payments made by Client with a credit card will be charged an additional 3% processing fee.*

*5. Property Lien Notification and Fee: Client agrees that for any payment that is 60 days overdue an additional fee of \$500.00 will be assessed to cover the fees associated with processing a lien on the property where the work was completed.*

*6. Late Payment Interest and Right to Attorney's Fees: Client further agrees that for any payment that is more than 30 days overdue, they shall be responsible for the additional payment of 1% interest per month for any outstanding balance in accordance with O.C.G.A. § 13-11-7. In the event that 770-Tree Guy is forced to engage a third-party collection agency or attorney to collect late fees, Client expressly agrees to compensate 770-Tree Guy for all reasonable fees associated with collecting the overdue funds related to Client's account.*

**II. Legal Relationship**

*1. Indemnification and Limitation of Liability: Client agrees to indemnify, defend, and hold harmless 770-Tree Guy, its agents and assignees from and against any loss, cost, or damage of any kind, including reasonable outside attorneys' fees, arising out of any breach of this Agreement by Client, and/or negligence or willful misconduct on the part of Client or Client's agents, and Client further explicitly agrees that in the event 770-Tree Guy is the subject of a lawsuit based on any activity of Client, that Client will indemnify 770-Tree Guy, its agents or assigns for any and all costs and fees associated with the lawsuit, including but not limited to, damages, court fees and reasonable attorneys' fees. Client further agrees that if Client is the subject of a lawsuit and 770-Tree Guy or any of its employees is called upon to be a witness or documents are subpoenaed that Client will indemnify 770-Tree Guy for all losses, costs, and damages associated with 770-Tree Guy being involved in that lawsuit, including reasonable attorney's fees. Client further explicitly agrees that 770-Tree Guy shall not be liable for any special, consequential, incidental, punitive, or indirect damages arising from or relating to any breach of this agreement, regardless of any notice of the possibility of such damages.*

*2. Governing Law: The construction, validity and performance of this Agreement will*

SUBTOTAL	\$ 300.00
SALES TAX	\$ 0.00
<b>TOTAL</b>	<b>\$ 300.00</b>

DUE DATE 02/15/2023

*be governed by, and construed in accordance with the substantive laws of the State of Georgia and the federal laws of the United States of America as applicable therein, without regard to choice of law rules. Both parties hereby irrevocably consent to the jurisdiction of the Courts of Fayette County Georgia for the resolution of all disputes arising between the parties.*

*3. Force Majeure: Neither party will be liable to the other party under this Agreement for any delay or failure to perform its obligations under this Agreement if such delay or failure arises from any cause beyond such party's reasonable control, commonly referred to as 'Acts of God.' It is the express understanding that all traditional legal concepts associated with Acts of God, and the following shall all satisfy the terms of this paragraph: computer crash, failure, infection with virus or malware, computer hackers or terrorism, criminal theft or destruction of property, acts of any governmental or regulatory authority, disruptions to the power supply or other supplies critical to electronic infrastructure, failure of third party, software, technology or equipment, with the understanding that Late Payment Interest shall not be subject to the foregoing clause.*

*4. 770-Tree-Guy Not Responsible for Damage to Property:*

*A. Cracked Driveway: 770-Tree-Guy and Client agree that 770-Tree-Guy must use heavy equipment to complete the job requested by Client. Client agrees 770-Tree-Guy will not be liable for cracked concrete caused by the weight of equipment and hereby releases 770-Tree-Guy from any responsibility for repair or replacement thereof.*

*B. Damaged Landscaping and Vegetation: 770-Tree-Guy and Client agree that 770-Tree-Guy must use heavy equipment and that normal wear and tear will disturb ground and vegetation to complete the job requested by Client. Client agrees 770-Tree-Guy will not be liable for damage to the landscaping or sod of Client unless such damage goes beyond normal wear and tear and hereby releases 770-Tree-Guy from any responsibility for repair or replacement related to normal wear and tear.*

*C. Buried Hazards: 770-Tree-Guy and Client agree that 770-Tree-Guy must use heavy equipment and disturb ground and vegetation to complete the job requested by Client. Client agrees 770-Tree-Guy will not be liable for damage to any underground buried hazards that are not marked or disclosed by Client.*

*5. Assignment and Delegation: Client may not assign this Agreement, or assign any of its rights or delegate any of its obligations hereunder, to any third party without the prior written consent of 770-Tree-Guy, provided however that upon written consent, Client shall have the right to assign all, but not less than all, of their rights and obligations hereunder (i) to any affiliated company with similar financial and operational status, or (ii) to any purchaser or new owner of all or substantially all of the Client's business. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.*

*6. Notice: All notices, requests, demands and determinations under this Agreement (other than routine operational communications) will be in writing and will be deemed duly given (i) when delivered by hand, (ii) when delivered after being placed in USPS with sufficient postage to guarantee delivery, or (iii) when sent by facsimile or electronic mail (provided that the receipt of the facsimile or electronic mail is specifically confirmed by the individual to whom the communication is transmitted) using the appropriate contact information as provided in the Quote.*

### *III. MISCELLANEOUS*

*1. Entire Agreement: This Agreement, represents and contains the entire agreement of the parties with respect to the subject matter herein and thereto, and supersedes*



*any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein.*

*2. Arrangement Between the Parties: Neither party is an agent, joint venturer, or partner of the other party, nor has authority to represent the other party as to any matters, except as expressly authorized in this Agreement. 770-Tree Guy is contracted to perform the work specified in this agreement and none of the employees of 770-Tree Guy shall be deemed employees of Client.*

*3. Severability: If any provision of this Agreement is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired, and will continue in full force and effect.*

*4. Mutual Representations and Warranties: Each party represents, warrants and covenants that:*

*a. It has the power and ability to enter this Agreement and to grant the rights and assume the obligations provided herein; and*

*b. The execution and performance of this Agreement (i) have been duly authorized by the requisite administrative action on the part of the party; (ii) do not violate or breach, and will not result in the termination, and do not require the modification, amendment, or renegotiation, or any agreement binding upon the party; and (iii) do not require the consent of any third party or government authority.*

*5. PERSONAL GUARANTEE: The undersigned individual, irrespective of company affiliation, property ownership, or payment hereby irrevocably and personally guarantees payment of the amount in the included in the Quote in full.*

*IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their duly authorized officers as of the day and year first set out above.*

*By replying "Agreed," clicking to Approve, Physical or Digital Signature of this document serves as acknowledgement that you have read, understood and agreed to the terms and conditions of this agreement. You are advised to seek legal counsel should there be any terms which you do not understand or regarding which you need clarification.*

## Signature

x

Date:

---

Please sign here to accept the terms and conditions

## Sales Reps

Richard Teets

[rteets@770treeguy.com](mailto:rteets@770treeguy.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Harbin Agency, Inc. PO Box 1130 215 Greencastle Road Tyrone GA 30290	<b>CONTACT NAME:</b> Claire Kimbell <b>PHONE (A/C No. Ext):</b> 678-216-1170 <b>E-MAIL ADDRESS:</b> clairek@harbinagency.com		<b>FAX (A/C, No):</b> 770-461-4315													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : American Interstate Insurance</td> <td>31895</td> </tr> <tr> <td>INSURER B : Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : American Interstate Insurance	31895	INSURER B : Greenwich Insurance Company	22322	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A : American Interstate Insurance	31895															
INSURER B : Greenwich Insurance Company	22322															
INSURER C : XL Specialty Insurance Company	37885															
INSURER D :																
INSURER E :																
INSURER F :																
<b>INSURED</b> Inocap, LLC dba 770 Tree Guy 238 1st Manassas Mile Fayetteville GA 30215	INOCA-1															

**COVERAGES**

CERTIFICATE NUMBER: 488720509

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NPC-1004427-00	2/9/2022	2/9/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NBA-1004428-00	2/9/2022	2/9/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			NEC-6006379-00	2/9/2022	2/9/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AVWCGA3063872022	2/16/2022	2/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

## DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

XL Plus Business Auto Extension Endorsement including Blanket Waiver & Primary-Noncontributory  
 CG 2010 (04/13) Blanket Additional Insured - Owners, Lessees or Contractors  
 CG 2037 (04/13) Blanket Additional Insured for Ongoing and Completed Operations per written contract  
 CG 2001 (04/13) Primary & Noncontributory- Other Insurance  
 CSGA 4087 - Blanket Waiver of Subrogation

**CERTIFICATE HOLDER****CANCELLATION**

For Informational Purposes

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.