
YOUR Proposal

Included with this document, you will find a proposal from your local arborist. We thank you for considering us for your landscape needs and we look forward to caring for your property. If you have any questions, please contact your arborist.

Thank you!



Founded in 1880, our organization is dedicated to providing quality service and caring for trees. As we've grown, our employee owned company welcomed new brands into the Davey family. As a valued client, you will receive the benefit of that dedicated service from your local brand, backed by national resources.

Client	6/6/2025
Ann Arbor Forestry Department Dean Fund Elm Project Jamie Pauline 301 E Huron St Ann Arbor, MI 48104-1908	Proposal #: 20010027-1749237980 Account #: Work: (734) 794-6350 Mobile: (734) 250-5610 Email: jpauline@a2gov.org

Plant Health Care	Service Period	Price	Tax	Total
<input type="checkbox"/> Fungicide Injection - 3 Year (**)	May - Jun	\$6,725.00		\$6,725.00
Arborist will inject Elms tree to control Dutch Elm Disease. Arbor-Tec provides 3 years of control.				
Burns Park - 47" Elm at corner of Wells and Baldwin Ave. - \$1550				
1602 Granger - 35" Elm at curb - \$1250				
1701 Shadford - 39" Elm at curb - \$1350				
1503 Shadford - 37" Elm at curb - \$1300				
1009 Olivia - 36" Elm at curb - \$\$1275				

If you elect to do 2 or more this year we can reduce the price by 10%

- ☐ YES, please schedule the Services marked above.
- ☒ YES, please automatically renew the Services marked above that are eligible for automatic renewal (as indicated by **) for successive Service Periods, which will continue until I inform Company in writing that I want to cancel automatic renewal effective as of the next Service Period; however, automatic renewal will not apply to customers in CA, NY, CT or any other state that prohibits this automatic renewal option

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.

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



The Davey Tree Expert Company ("Company")
8250 Ronda Dr
Canton Township, MI 48187-2072
Phone: (734) 459-8690 Fax: (734) 459-1873
Email: Robert.Paris@davey.com



Client

6/6/2025

Ann Arbor Forestry Department
Dean Fund Elm Project Jamie Pauline
301 E Huron St
Ann Arbor, MI 48104-1908

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DOOR-TO-DOOR SALE/ HOME SOLICITATION: If this Agreement is the result of a Door-to-Door or Home Solicitation Sale (under applicable state or federal law), the following provision applies:

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right. If you cancel this agreement, the seller may not keep all or part of any cash down payment.

CLIENT:

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

COMPANY:

Signature: Robert Paris
Name (print): Robert Paris
Title: District Manager
Date: 6/6/2025

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.

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 TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

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 8250 Ronda Dr, Canton Township, MI 48187-2072 NOT LATER THAN MIDNIGHT OF _____.

Cancellation
Date

I HEREBY CANCEL THIS TRANSACTION

Date

Buyer's Signature

Printed Name

20010027-1749237980
Proposal Number

Soil and Trunk Injection Treatments

PLANT HEALTH CARE TIPS

EVERYONE IS AWARE OF HOW NEW
TECHNOLOGY CHANGES OUR LIVES.
COMPUTERS, DIGITAL TV, GPS
MAPPING SYSTEMS, ALL MAKE OUR
LIVES EASIER. TECHNOLOGICAL
DEVELOPMENTS HAVE APPEARED
ON THE ARBORICULTURE SCENE AS
WELL. NEW ROPES, EQUIPMENT AND
TECHNIQUES HAVE MADE CARING
FOR TREES MUCH EASIER, SAFER,
AND MORE EFFICIENT OVER THE
PAST TWO DECADES.

New developments have hit the Plant Health Care side of arboriculture, too. One of the more recent advances involves treating tree pests with soil treatments. In the past, treating insect pests of large trees involved spraying them from the ground. As spraying large trees has become more difficult and controversial, new treatment methods have been investigated.



LEFT: INJECTING TREES WITH A SPECIALIZED TOOL HELPS TO MINIMIZE ENVIRONMENTAL EXPOSURE; RIGHT: SOIL INJECTIONS CAN PROTECT A TREE FOR AN ENTIRE GROWING SEASON.

TRUNK INJECTIONS

Trunk injections were one of the first alternative treatment methods developed. Still an important tool, injecting plant protectants directly into a tree's trunk minimized environmental exposure and the amount of material required. Every treatment has advantages and disadvantages. Trunk injections do wound the tree. Depending on the frequency of injection, the wounding can have a minimal or a substantial effect upon the tree. New developments have reduced the damage done by trunk injection, but cannot eliminate it. Davey uses injection technology where benefits of the procedure justify the risks.



PLANT HEALTH CARE TIPS

SOIL INJECTIONS

Efficient soil injection procedures are becoming a more important tool. With this technique, plant protectants are placed in a 4 to 6 inch band right next to the trunk of the tree to be treated. The plant protectant binds to the soil particles to minimize leaching and is absorbed by the tree roots.

Depending on the plant protectant used, a single treatment can protect trees for an entire growing season. In some cases, three or four spray treatments can be replaced by a single soil treatment. No damage is done to the tree, and the procedure is quick and requires minimal equipment.

BENEFITS AND CONSIDERATIONS

Soil and trunk injections provide an environmentally friendly method for treating pests. The plant protectants are contained within the tree or restricted to a small amount of treated soil at the base of the plant. This provides both adequate protection for the tree, as well as minimizing exposure to birds, wildlife and people. Because the plant protectants must be moved through the tree's vascular system, trees with dieback, trunk injuries, or those in otherwise poor health may not respond well to treatments.

Currently, only a few tree pests can be treated in this manner. Sucking insects such as aphids, scale insect crawlers, adelgids and lace bugs can be effectively treated. Leafminers, such as birch, boxwood, and alder leafminers, and some borers such as bronze birch borer are vulnerable to soil injection. While treatment of mites and foliar diseases are limited with this technique, research continues to find new materials with the characteristics necessary for root uptake from the soil.

Deciding whether or not soil or trunk injection is the most warranted treatment approach depends on too many factors to cover here. Give your arborist a call to see if soil injections are an option for your property.

SOIL AND TRUNK INJECTION QUICK FACTS:

- » New soil and trunk injection technology has provided the arborist with new tools to treat certain pests.
- » Insects such as aphids, adelgids, leaf miners, and flatheaded borers are most susceptible to treatment.
- » A single soil or trunk injection may be able to replace several spray applications.
- » Injections pose minimal impact to the environment.
- » Not all tree pests can be managed with soil or trunk injections.
- » Each situation must be evaluated separately to determine the best course of action.

Dutch Elm Disease

TREE DOCTOR TIPS

Dutch Elm Disease

(caused by the fungus *Ophiostoma novo-ulmi*)

DESCRIPTION:

Dutch elm disease is one of the most destructive shade tree diseases in the U.S. and Canada. Infected elms have wilted leaves (flagging) on one or a few branches in the crown. These leaves may turn yellow, curl and/or turn brown, and remain on the stem or drop prematurely. Stems with flagging typically die back.

If bark is peeled away from stems with yellow, brown or wilted leaves, you may see brown streaking in the sapwood just under the bark. Deeper streaking indicates the tree was infected in previous years.

HOSTS:

This disease has killed millions of elms since its introduction from Europe in 1930, but many still remain as street trees or specimen shade trees, providing grace and beauty to our landscapes.

BIOLOGY AND SYMPTOMS:

The fungus *Ophiostoma novo-ulmi* causes Dutch elm disease. Both the smaller European elm bark beetle and the native elm bark beetle can transfer fungal spores to healthy elms after feeding in the stem crotches of diseased elms. The disease can be transmitted directly when diseased and healthy trees near each other have connecting root grafts. Elms within 40 feet of each other are likely to have connecting root grafts, although this distance may be greater.

MANAGEMENT:

To prevent the build-up of beetle and fungal populations, promptly remove and destroy all infected elms and dead or dying branches on healthy elms. Promptly removing diseased branches can help stop the disease from spreading if it is not within 10 feet of the main trunk.

If you suspect your trees have connected root grafts, sever the root grafts by trenching to help prevent root graft transmission from diseased elms to healthy ones. For preventative and therapeutic treatment, inject systemic fungicides into the trunks. Curative fungicidal treatments have the best response if the crown has 5% or less infection, but are not as effective as preventative treatments. Research suggests insecticides may not be effective for managing bark beetles that may transfer fungal spores. Instead, protect susceptible trees by injecting the trunks with recommended fungicides. Keep trees healthy and strong with good cultural practices when fertilizing, watering, mulching and selectively pruning.

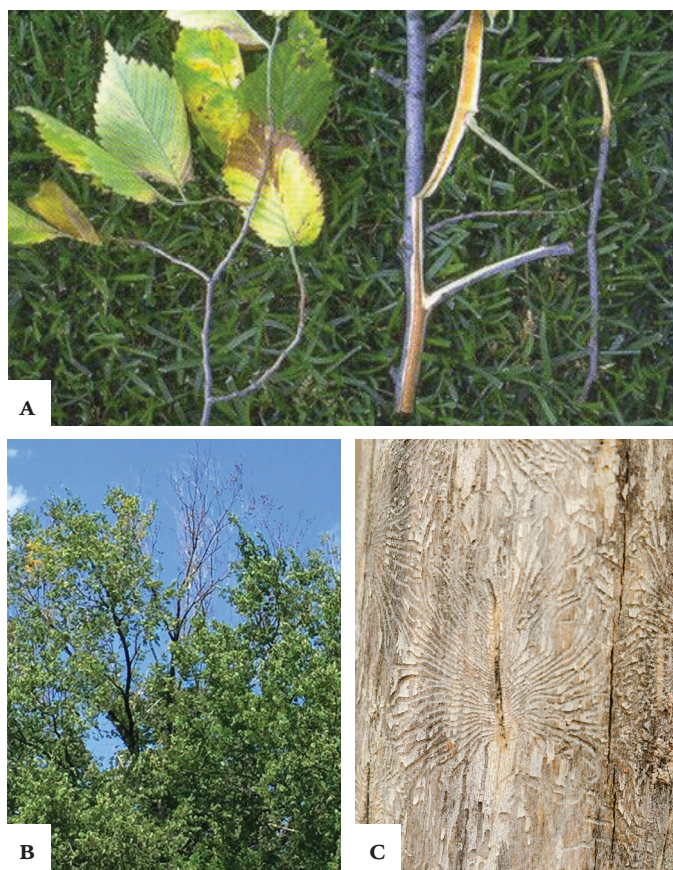


FIGURE A. ELM LEAVES AND DYING BRANCHES FROM INFECTED TREE
FIGURE B. ADULT ELM TREE SHOWING SEVERAL FLAGGING BRANCHES
FIGURE C. SAPWOOD SHOWING ELM BARK BEETLE TUNNELS

The scientists at **The Davey Institute Research and Diagnostic Laboratories** support our arborists and technicians in diagnosing and prescribing based on the latest arboricultural science. For specific treatment and application details, your arborist may consult The Davey Institute's Plant Health Care Treatment Guide.

Scan the QR code to learn more about insects and diseases that may impact your property.

