Bluegrass Thickets Management LLC

Central Kentucky Site Services
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TERMS & CONDITIONS

These Terms & Conditions form part of every Bluegrass Thickets proposal and are attached as Addendum A. By signing a Bluegrass Thickets proposal, the customer acknowledges and agrees to all terms below. These terms are incorporated into and govern the scope of work described in the proposal.

1. PROPERTY OWNERSHIP & AUTHORIZATION

Before we begin, we just need to confirm you are the legal owner of the property or have written permission from the owner to authorize this work. This protects everyone. Bluegrass Thickets cannot take responsibility for work on property the customer was not authorized to approve.

2. PROPERTY BOUNDARY MARKING

So we clear exactly what you want and nothing you do not, please identify and point out all property boundaries before we start. We do not survey or verify property lines, so we will work within the area you show us. We cannot be responsible for work outside the boundaries you have communicated to us.

3. SAFETY ZONE - 300-FOOT CLEARANCE

For everyone's safety, no person, animal, or unattended vehicle should be within 300 feet of active machine operation - including parked vehicles, pets, livestock, children, and bystanders. We ask that you help keep the area clear. Bluegrass Thickets will always pause work to keep people and animals safe whenever the zone is breached. Repeated or excessive stoppages may result in a delay charge at the applicable hourly rate.

4. SLOPE & TERRAIN LIMITATIONS

Your safety and ours comes first. For that reason, Bluegrass Thickets does not operate equipment on inclines exceeding 15 degrees. We will review slope and terrain together during the on-site visit so there are no surprises. If any area cannot be worked safely, we will talk it through and adjust the scope or pricing for that section before we begin.

5. UTILITY LOCATE - 811 REQUIRED

To protect what is beneath your property, please contact 811 (Call Before You Dig) and make sure all underground utilities are located and marked before we start - electrical, gas, water, sewer, irrigation, invisible pet fencing, and fiber. We will not break ground until you have given us the green light that the 811 locate is complete. Bluegrass Thickets cannot be responsible for damage to utilities that were not marked.

6. SITE READINESS & HAZARD DISCLOSURE

We protect your property best when we know what is on it. Please tell us about all known site hazards before we arrive - buried wire or fence, septic components, irrigation heads, drainage pipes, cisterns, wells, buried structures, stumps, and anything not visible from the surface - and mark septic lids and sprinkler heads ahead of time. Bluegrass Thickets cannot be responsible for damage to hazards that were not disclosed or marked.

7. FENCE LINES & BURIED WIRE

Hidden fence wire is one of the most common causes of equipment damage in clearing work, so please mark all fence lines, buried wire, t-posts, and boundary fencing before we begin. Bluegrass Thickets cannot be responsible for damage to fence lines or buried wire that were not marked.

8. TURF, LAWN & GROUND DISTURBANCE

Track equipment naturally causes some turf disturbance, ruts, compaction, and surface scarring - it comes with this kind of site work. We will do our best to minimize it, but we cannot guarantee the ground surface will be restored to its original condition. By moving forward, the customer accepts ground disturbance as a normal part of the work.

9. NO REGROWTH GUARANTEE

Mulching and clearing remove what is above ground, but they do not remove root systems - so some regrowth is natural and expected. We cannot guarantee against it. Ongoing maintenance to manage regrowth is up to the customer after our work is done.

10. STUMPS & ROOT SYSTEMS

Forestry mulching grinds surface and near-surface material. Deeper root systems, stumps, and buried root balls may not be fully eliminated and can resurface over time. That is the nature of mulching, not a defect in our work.

11. TREE DIAMETER LIMITATIONS

Our forestry mulcher handles trees up to 6 inches in diameter as standard scope. Trees 7 to 8 inches we will look at together during the site visit - they may need a scope adjustment or additional charge. Trees over 8 inches are outside what the mulcher is built to process and are not included. Please point out any large-diameter trees before the estimate so we can plan for them. Bluegrass Thickets cannot be responsible for equipment damage from undisclosed oversized trees.

12. WEATHER & SCHEDULING

This is weather-dependent work, so we may need to reschedule for rain, standing water, extreme heat, or unsafe conditions - always with your safety and a quality result in mind, and never a penalty to you. Rescheduled jobs go to the next available opening. Deposits are non-refundable for cancellations made within 48 hours of the scheduled date.

13. ACCESS & GATE AVAILABILITY

We will review site access together during the on-site visit. On your scheduled work date, please have access ready - unlocked gates, cleared entry paths, and room to stage the truck, trailer, and machine. If we arrive and cannot access the site, the mobilization fee is due in full whether or not work is performed, since the trip and equipment haul still happened.

14. PETS & LIVESTOCK

For their safety, please secure and remove all pets, livestock, and animals from the work area and the 300-foot safety zone before we begin, and keep them secured while we work. Bluegrass Thickets cannot be responsible for injury to animals that enter the work area.

15. DOWNTIME BILLING

We are happy to keep you informed as we work. If the job gets significantly delayed or interrupted by the customer - extended direction of the operator, scope disputes mid-job, or access issues - that time is billable at the applicable hourly rate. On project-priced jobs, significant customer-caused delays may need a written change order before we continue.

16. SCOPE CHANGES - WRITTEN ONLY

To keep everyone on the same page, any change to the agreed scope - adding, reducing, or modifying - needs a written change order signed by both of us before that work begins. We do not honor verbal scope changes, simply to protect you from misunderstandings. Additional scope is priced separately at current rates.

17. DEBRIS OWNERSHIP & DISPOSAL

Once material is mulched, cleared, or loaded for haul-off, it is considered disposed and cannot be reclaimed after work has begun. By moving forward, the customer confirms they have the right to authorize disposal of all material on the property.

18. PHOTOGRAPHY & MARKETING

We like to document our work with before, during, and after photos and video - for our records and to show what we do, including on social media and advertising. We will never publish identifying personal information without your consent.

19. FLUID & FUEL CONTACT

Minor hydraulic fluid and fuel drips are a normal part of operating heavy equipment. Bluegrass Thickets cannot be responsible for incidental fluid contact with soil during normal machine operation.

20. ACTS OF NATURE

Clearing dense vegetation can sometimes cause natural movement of trees and material. Bluegrass Thickets cannot be responsible for falling trees, widow-makers, natural debris movement, or other acts of nature that occur during or as a result of the work.

21. THIRD-PARTY PROPERTY & STRUCTURES

So we can protect everything on your property, please disclose all improvements on or under it before we start - buried irrigation, invisible fencing, drainage pipes, or septic components. Bluegrass Thickets cannot be responsible for damage to structures or objects that were not disclosed or marked.

22. PAYMENT TERMS & FEES

A deposit may be required to secure your place on the schedule; the amount will be specified at the time of booking. The remaining balance is due in full upon job completion, before equipment leaves the property. Bluegrass Thickets does not accept checks. Accepted payment methods are Credit Card, Cash App, Venmo, Zelle, and cash. Cash payments may qualify for a discount - ask at time of booking. Credit card payments may be subject to a processing fee. Customer-initiated cancellations within 48 hours of the scheduled start date will result in forfeiture of the deposit. If collection action is required, customer is responsible for all collection costs and reasonable attorney fees.

23. PRICE VALIDITY

This quote is good for 30 days from the issue date. After that, we will just need to reconfirm pricing in writing before scheduling.

24. DISPUTE RESOLUTION & GOVERNING LAW

In the unlikely event of a dispute, this agreement is governed by the laws of the Commonwealth of Kentucky, with venue in Jessamine County, Kentucky.

25. STUMPS & OVERSIZED ROOT BALLS

Forestry mulching and grinding handle surface and near-surface material. We will grind any stump or root ball we are capable of handling safely, but large stumps and root balls still packed with dirt or rock can be beyond what the equipment can process without risking the machine. If we come across any that are too large or too dirt-bound to handle safely, we will set them aside in a neat pile where you would like it, and any removal beyond that can be quoted separately. We will always talk it through with you first before doing anything outside the agreed scope.