

Resolution Worksheet

Date: June 17, 2026

Suggested Motion:

“I move to approve to approve the proposal from Davey in the amount of \$39,000 for the removal of trees at Buildings 822 & 828 in preparation of the Building Settlement work .”

2nd:

Vote:

	In Favor	Opposed	Abstained	Absent
Caitlin Counihan				
Robin Davis				
Dan Ebeling				
Lucille Eddy				
Elaine Lawler				
Paula Martori				
Scott Mulrooney				
Jillian Sharples				
Jim Wicker				

Client	6/6/2026
Parkfairfax Condominium UOA. Katie M. Kight, MRED, CMCA, AMS 3360 GUNSTON RD Alexandria, VA 22302-2133	Proposal #: 20045038-1780610669 Account #: 8285809 Work: (703) 578-3427 Mobile: (703) 998-6315 Email: kkight@parkfairfax.org

Tree Care	Service Period	Price	Tax	Total
☐ Tree Removal #822 (3326 Valley Drive) Oak @ front right corner -Remove to near grade *Will Require Crane To Block All Parking Lot* Arborvitae @ 3220 -Remove to near grade Crape Myrtle @ rear left corner -Remove to near grade Cherry @ rear left -Remove to near grade Haul resulting debris offsite		\$24,000.00		\$24,000.00
☐ Tree Removal Building 828 1 Poplar @ rear center -Remove to 4' above grade 1 Maple @ rear left corner -Remove to near grade 1 Maple @ front left corner -Remove to near grade Haul resulting debris offsite		\$15,000.00		\$15,000.00
☐ Stump Grinding Oak stump @ 3226 Valley -Grind to 16-18" below grade Generated debris to be spread in place		\$2,200.00		\$2,200.00

☐ YES, please schedule the Services marked above.

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.

Client

6/6/2026

Parkfairfax Condominium UOA.
Katie M. Kight, MRED, CMCA, AMS
3360 GUNSTON RD
Alexandria, VA 22302-2133

Proposal #: 20045038-1780610669
Account #: 8285809
Work: (703) 578-3427
Mobile: (703) 998-6315
Email: kkight@parkfairfax.org

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

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: Daniel Clayton
Name (print): Daniel Clayton
Title: Asst. District Manager
Date: 6/6/2026

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. All work is done in accordance with ANSI A300 standards.

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 6748 Gravel Ave, Alexandria, VA 22310-3220 NOT LATER THAN MIDNIGHT OF _____.

Cancellation
Date

I HEREBY CANCEL THIS TRANSACTION

Date

Buyer's Signature

Printed Name

20045038-1780610669
Proposal Number