



## Monster Tree Service NWA

PO Box 1346

Bentonville, AR 72712

Proposal #14183

Created: 08/10/2026

From: Jeff Widener

### Proposal For

#### City of Tontitown

201E E Henri De Tonti Blvd  
Springdale, AR 72762

mobile: 4793016058  
[street@tontitownar.gov](mailto:street@tontitownar.gov)

### Location

#### 1950 S Barrington Rd

Springdale, AR 72762

1950 S Barrington Rd 72762

### Terms

Due on receipt

### ITEM DESCRIPTION

### AMOUNT

#### 1) General Tree Care: Tree Care - Tree Takedown

\$ 19,100.00

34 trees approximately 4" to 34" diameter located along frontage on lip of ditch/incline.

\*\*\*Trees identified with ORANGE paint by City of Tontitown\*\*\*

Takedown and dismantle trees.

\*\*\*LEAVE approximately 2' stump for City equipment dig-out\*\*\*

Remove all resulting debris.

### Client Notes

2026/08/20 It will take approximately 3-4 calendar days to complete SOW. On-site Foreman will be Bryer Calley. Earliest start date will be 1-2 weeks upon approval of proposal.

*All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Coupons or discounts DO NOT apply to expedited services. We reserve the right to adjust pricing if there are any changes to scope of work. Balances not paid by the due date are subject to late fees.*

SUBTOTAL \$ 19,100.00

SALES TAX \$ 0.00

TOTAL \$ 19,100.00

### Signature

x

Date:

Please sign here to accept the terms and conditions

### Sales Reps

Jeff Widener

Mobile: 479-903-8604

[jwidener@whymonster.com](mailto:jwidener@whymonster.com)



## Photos

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1) General Tree Care: Tree Care - Tree Takedown



1) General Tree Care: Tree Care - Tree Takedown



1) General Tree Care: Tree Care - Tree Takedown



1) General Tree Care: Tree Care - Tree Takedown



## TERMS AND CONDITIONS

By hiring Monster Tree Service (the "Company") and signing the attached proposal, you are accepting and agreeing to the terms and conditions of this Service Agreement (this "Agreement").

**1. ENGAGEMENT.** You are hiring the Company to perform the General Tree Care Services (the "Services") described herein and in the attached proposal.

**2. PAYMENT.** Payment for the Services will be invoiced to you, and is due upon completion of the Services. If the scope of the Services changes, the Company will be paid for all services that have been completed and agreed to by you. If an invoice is unpaid by you after thirty (30) days from due date on invoice, any coupons and/or discounts provided will be void. If an invoice is unpaid by you after sixty (60) days from due date on invoice, the Company shall add additional interest of 10 percent (10%) to the total amount due. If an invoice is unpaid by you after ninety (90) from due date on invoice, the Company shall turn the invoice over to a collection agency. Additionally, you are responsible for all court costs, attorney's fees, and collection costs incurred by the Company in connection with the past due invoices. The Company also reserves the right to report your nonpayment to credit agencies. You agree to pay the Company in full, even if you dispute the work performed or have a claim for damages arising from the Services. If you have provided the Company with a credit card number or bank routing information, you hereby authorize the Company to charge such credit card or bank account for the full amount due upon completion of the Services. Any discounts or coupons are invalid for past due invoices. Provided that the Company is not in material breach of its obligations hereunder, the Company shall be entitled to keep all monies already paid, and you shall pay the Company the amount due for Services already acceptably performed. Where applicable, you agree to pay the Company a security deposit in the amount of Dollars (\$) upon execution of this Agreement.

**3. WARRANTIES.** In its performance of the Services, the Company will use best efforts to avoid damage to your property and to explain to you any potential impacts on the property. Normal wear and tear is to be expected in the performance of the Services, and you agree that the Company is not liable for any such damage. The Company will also use best efforts to remove all brush, wood, and debris resulting from the Services from the property. You acknowledge that the Services are purchased "as is" and the Company does not provide any warranty for the Services except as expressly set forth herein. You are also aware that the Company uses cranes for tree removal work, and that cranes can cause damage to asphalt, concrete pavement, underground utilities, driveways, curbs, gutters, turf, or other parts of the property. You acknowledge these risks and agree to hold the Company harmless from any damages arising from the crane in the performance of the Services. You also agree to submit any complaints regarding the Services to the Company in writing within seventy-two (72) hours of discovery of the issue, so that the Company can remedy the complaint in the manner it deems appropriate. Failure to submit a written complaint within such period constitutes satisfactory acceptance of the work performed. You hereby indemnify and hold the Company and its employees harmless from any damages or claims arising from a breach of this Agreement by you. By entering into this Agreement, you warrant that you have full power to authorize the performance of the Services on the property, and are responsible for all trees, plants, and lawn therein.

**4. CHANGE ORDERS.** Any requested changes by you must be approved in writing by the Company's Crew Foreman or Sales Arborist. You agree to all reasonable additional costs incurred by the Company in

connection with such change orders. Additionally, any cancellations in the work and associated reductions in fees are subject to the Company's approval.

**5. CONCEALED STRUCTURES.** You are responsible for identifying and clearly marking all known concealed structures, irrigation systems, septic systems, underground lighting, pipes, invisible dog fences, and utility lines at the property prior to the commencement of the Services. The Company shall not be held liable for any damage to any undisclosed concealed structures.

**6. ACCESS TO THE PROPERTY.** You shall provide access to the work areas of the property for the Company's employees, vehicles, and equipment, and agrees to keep driveways clear, keep gates unlocked, and remove fence sections during working hours. By executing this Agreement, you agree that you are ready to have the work performed and does not need any further notice prior to crew arrival. You agree that you may be charged up to One-Hundred Fifty Dollars (\$150.00) if a crew arrives, but cannot perform the work due to circumstances under your control, such as restricted access to the property. The Company reserves the right to cancel or reschedule the work for the foregoing reasons.

**7. FIREWOOD.** If you request firewood, you must submit such request to the Company in writing. The Company will choose which wood to leave, and wood will be cut to 16"-20" lengths and left unsplit and unstacked where it was cut. The Company has the right to refuse any requests that may require additional labor.

**8. STUMP HEIGHT AND DEBRIS.** Stumps indicated to be cut "flush", "to ground level", or the like will be cut as low as reasonably possible, in the sole discretion of the Crew Foreman. Unless otherwise noted, the mixture of wood, soil, and air resulting from the stump grinding process will be raked over the site of the former stump and not hauled away. Stump shavings will remain in a mound that may not be level with the ground.

**9. TERMINATION.** Either the Company or you may terminate this Agreement at any time, by providing written notice to the other party. Any outstanding invoices are due upon termination of the Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2026

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><br>McGriff, A Marsh & McLennan Agency LLC Company<br>2828 N. Mansfield Ave. Suite 202<br>Fayetteville, AR 72704<br><br>www.mcgriff.com | <b>CONTACT</b><br>NAME: Myra Hollingsworth<br>PHONE (A/C, No, Ext): 479-718-6485<br>E-MAIL ADDRESS: Myra.Hollingsworth@MarshMMA.com<br><b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Hartford Accident and Indemnity Company<br>INSURER B: Trumbull Insurance Company<br>INSURER C: Hartford Casualty Insurance Company<br>INSURER D: American Interstate Insurance Company<br>INSURER E:<br>INSURER F: | <b>FAX (A/C, No):</b><br><b>NAIC #</b><br>22357<br>27120<br>29424<br>31895 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|

**COVERAGES**

CERTIFICATE NUMBER: 91766115

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                                                                                                                                                                                                                                   |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------|----------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                                                         |          | 38UUNSR2G44     | 8/8/2026                | 8/8/2027                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                   |                                                                         |          | 38UENSR2K5A     | 8/8/2026                | 8/8/2027                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| C        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                    |                                                                         |          | 38HHUSR2G47     | 8/8/2026                | 8/8/2027                | EACH OCCURRENCE \$1,000,000<br>AGGREGATE \$1,000,000<br>\$                                                                                                                                                                               |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                        | Y/N<br><input checked="" type="checkbox"/> Y <input type="checkbox"/> N | N/A      | AVWCAR351232026 | 8/8/2026                | 8/8/2027                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>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)

With regard to Worker's Compensation, an exclusion applies for Cindy Capobianco.

**CERTIFICATE HOLDER**Capo Jones, LLC  
DBA Monster Tree Service of NWA**CANCELLATION**

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

Bud Baldwin

*Wanen Bud Baldwin*

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ACORD 25 (2016/03)

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