



# Proposal

New Day Arborist  
1415 Northeast 199th Street  
Ridgefield, WA 98642  
360-887-6955

## Whipple Creek Place HOA 20260108

Thursday, January 8, 2026

Whipple Creek Place HOA  
Ray Norman  
213 NW 151st St  
Vancouver, WA 98685  
Phone: 360-210-9464

Salesperson: Garrett Day  
360-980-1536  
garrett@newdayarborist.com

Worksite: 213 NW 151st St  
Vancouver, WA 98685

#	Item	Description	Qty	Cost
1	Trees	<b>Landscape</b> Plant 4-1.5" caliper minimum replacement trees. Recommended species would be <i>Nyssa sylvatica</i> (Black Tupelo tree).	0	\$2,400.00

**Tree Planting Scheduling and Payment Policy:**  
To ensure the long-term health and successful establishment of all newly planted trees, our planting season is limited to the period between November 15th and March 1st each year. All tree planting jobs—regardless of the sale date—will be scheduled within this seasonal window.

For clients requiring both tree removal and replanting, Downpayment for the new tree (including labor) will be collected upon completion of the removal. The replacement tree will then be scheduled for planting during the next available planting season. Our team will coordinate with the client closer to the planting window to confirm installation timing.

Labor price for planting trees:  
Includes pickup & Deliver  
Stakes + Water Bags + Tree tie

Base labor rates may change depending on:-Quantity discounts  
-Location/ access problems



# Proposal

New Day Arborist  
1415 Northeast 199th Street  
Ridgefield, WA 98642  
360-887-6955

---

Customer Signature

Date

<b>Subtotal:</b>	\$2,400.00
<b>Tax:</b>	\$211.20
<b>Total:</b>	<b>\$2,611.20</b>
<b>Total Due by Check:</b>	<b>\$2,611.20</b>

CREDIT CARD FEES WILL APPLY



1415 Northeast 199th Street Ridgefield, WA 98642

## **Terms and Conditions**

### **Payment**

Payment shall be due to *New Day* upon completion of work unless otherwise agreed upon in writing by *New Day* and *Client*.

*New Day* does not offer cash discounts.

Payment made via credit card shall be subject to a 3.5% processing fee. Payment made via check or debit card shall not be subject to a processing fee.

**Past Due Balance:** All amounts owing not paid by *Client* within thirty (30) days of completion of work shall be deemed to be in default and (i) shall be subject to a late fee of ten percent (10%) of the default amount and (ii) shall accrue interest at a default rate of eighteen percent (18%) per annum. If it becomes necessary for *New Day* to enforce payment, *Client* agrees to pay all collection costs including but not limited to attorney fees, regardless of whether legal action is filed with the courts.

**Costs and Payment- Subcontractors:** Upon receipt of an order to utilize a subcontractor, *New Day* requires a fifty-percent (50%) down payment from *Client* for all subcontracted services. Upon receipt of such down payment, *New Day* will schedule subcontractors. If *Client* terminates the Work Order following acceptance, *New Day* retains the right to retain charges for costs associated with the subcontractor. Any pre-payment made by the *Client* that is above subcontracted charge will be returned. Subcontracted work may exceed original bid amount.

### **Change Order**

Any work requested by *Client* above and beyond the work described in the Work Order shall require a written Change Order signed by *Client* and *New Day* which shall include the additional charges associated with such additional work.

However, *New Day* reserves the right to modify work identified on the Work Order without the consent of *Client* if work conditions are deemed to be unsafe (in the sole discretion of *New Day*) or if additional equipment is required because of conditions not fully communicated to *New Day* by *Client*.

### **Cancellation**

*Client* may cancel scheduled work in writing without penalty or obligation with a minimum of seventy-two (72) business hours' notice prior to the project's scheduled date to begin. A 10% cancelation fee will be assessed if such notice is not given. Work scheduled to be performed within seventy-two (72) business hours constitutes a waiver of any right to cancel.

### **Bill Splitting**

*New Day Arborist* does not split bills. Sharing bills for tree/ shrub/ hedge maintenance is the responsibility of the *Client*. Our *Client* is responsible for the total cost of the Work Order.



1415 Northeast 199th Street Ridgefield, WA 98642

## Site Issues

*Client* shall be solely responsible for properly defining all property lines and *New Day* shall have no liability for work performed based on reliance on *Client*'s instructions relating to such property lines. *Client* shall indemnify and hold *New Day* harmless from any dispute related to property lines or services rendered that are disputed by adjacent property owners or any others affected by the work performed by *New Day*.

*Client* must allow *New Day* access to the property identified in the Work Order for any purpose contemplated by the work performed (or to be performed) by *New Day*. *Client*'s failure to promptly provide such access shall result in the termination of the Work Order without further notice.

*Client* is responsible for moving all personal property that might be affected by the work performed by *New Day* including, but not limited to, yard ornaments, vehicles, boats, trailers or other delicate items. *New Day* reserves the right to increase the cost agreed upon in the Work Order for the reasonable time and effort spent moving *Client*'s personal property or awaiting such removal by a third party.

Due to the unpredictable nature of the work performed by *New Day*, specifically cabling and bracing trees, *Client* agrees to indemnify and hold *New Day* harmless for any loss or damage resulting from cabling or bracing system failure. *Client* understands and agrees that the work performed by *New Day* is akin to large scale construction. Heavy equipment is utilized routinely, and reasonable care will be taken by *New Day* to protect lawn, shrubs, trees and structures. However, *New Day* can not and does not guarantee that lawn, shrubs, trees and structures will not be damaged during the work performed. However, *New Day* agrees, in its own discretion, to reseed any damaged lawn (turf) and replace any damaged shrubs or trees with similar species in common sizes.

*New Day Arborist* adheres to the ISA's (International Society of Arboriculture), TCIA's (Tree Care Industry Association), and OSHA's (Occupational Safety and Health Administration) tree health and safety standards.

*Client* guarantees that all trees, plants, and property upon which work is to be carried out are either owned by him/her or that permission for the work has been acquired in writing from the owner, and provided to *New Day Arborist*. *New Day Arborist* is not responsible for any claims for damages resulting from the customer's failing to obtain such permission.

In rare cases large trees, both living and dead may represent unforeseen circumstances that are out of our control. These circumstances typically can only be seen from a "birds eye view" or once we have ascended the tree. If the tree(s) we are removing should have one or more of these unforeseen issues, it may require more time or alternative measures to bring the tree to the ground safety. This may affect the price quoted and will be discussed with you upon discovery, before proceeding.



1415 Northeast 199th Street Ridgefield, WA 98642

Neighbors: *Client* is responsible for resolving property line or neighbor disputes *in advance* of project and agrees to defend New Day against any and all fines or legal actions. New Day's liability is limited to it's on- site work. See *Standby Time*.

Pets: All pet waste on property should be removed prior to the arrival of our crew. If pet waste is present in the work zone upon the crew's arrival, a pest waste fee of minimum \$100 can be applied to your invoice at New Day's discretion. Pets should be secured indoors or out of the work zone during operations for the safety of the pets and employees.

Fallen Fruit: New Day is not responsible for picking up and cleaning excess fruit on the ground. New Day will clean the area as best as possible without removing fallen fruit.

Water features: *Client* is responsible for covering all water features such as ponds, fountains or pools. New Day is not responsible for sawdust in water features. Sprinklers should be marked or flagged.

### **Quality Concerns**

Any quality concerns shall be submitted in writing within 72 hours of the job completion. Scope of work originally provided by salesman shall supersede all concerns, and will be referred to in comparison with work completed. Crew is instructed not to deviate from the scope of work originally provided by salesman. *New Day* does not warrantee any work directed by homeowner while crew is on site unless there is a signed change order and discussion with original salesman has occurred.

### **Permits**

*Client* shall be solely responsible for all permit fees/costs, acquisition and municipal code compliance unless noted in the Work Order. *New Day* can assist *Client* with permit requirements for a service fee to be defined in the Work Order, plus all permit fees/costs.

### **Sales and Consulting**

For best results, an in-person consultation is recommended. *New Day* stands behind its services and will do everything reasonable to make sure *Client* is fully satisfied with all work performed. However, *Client*'s unavailability for an in-person consultation prior to or during the work performed will result in discretionary decisions being made by *New Day* regarding the manner in which work is performed. *Client* acknowledges and agrees that any misunderstanding regarding the scope and manner of work performed with be at *Client*'s own risk if *Client* fails to attend an in-person consultation. All quality assurance concerns shall be at the sole discretion of Garrett Day of *New Day*.

### **Scheduling**

*Client* will receive a scheduling email from *New Day* regarding the Work Order. *New Day* has multiple crews and does multiple jobs each day but will make reasonable effort to provide an accurate arrival time at the job site identified in the Work Order. (Note that the first job of each day usually commences between 7:45am – 8:15am and each subsequent job during the day is



1415 Northeast 199th Street Ridgefield, WA 98642

affected by the completion time of the previous job). Due to the unpredictability of the type of work performed by *New Day*, there is a possibility that any given job will require rescheduling so that crews have adequate time to provide quality work in a safe environment. Therefore, *New Day* reserves the right to reschedule *Client's* job on short notice if, in *New Day's* sole discretion, rescheduling becomes necessary.

*Rescheduling:* *New Day* requires seventy-two (72) business hours' notice in the event your project needs to be rescheduled. Should less notice be given, *New Day* reserve the right to assess a fee of 10% of the project total.

*Standby time:* Stand-by time will be billed at \$135/ manhour in the event our crew arrives on site as scheduled and is unable to begin your project due to circumstances out of our control, such as blocked access, dogs, locked gates, vehicles, etc.

### **Annual Programs**

Our plant healthcare and maintenance pruning are annual programs and will automatically continue until customer notifies our office in writing of any changes. Some work is weather permitting. We do not warranty our plant healthcare programs, nor do we guarantee our services will work. Our maintenance pruning does not include or cover any storm related, high winds, vandalism, or any other acts of tree damage out of our control.

### **Tree Planting**

**Guarantee Installation:** *New Day* guarantees the proper installation of trees and shrubs, including but not limited to staking, depth and placement and use of 3-way soil. We take pride in our craftsmanship and are committed to delivering high-quality installation services.

**Warranty Disclaimer:** Please be advised that trees and shrubs installed by *New Day* are not warrantied. Due to the dynamic nature of weather conditions, changes in the surrounding environment, variations in watering practices (over or under), and other circumstances beyond our control, we cannot guarantee the ongoing health or viability of trees and shrubs post-installation.

**Customer responsibility for Ongoing Care:** As the *Client*, you are solely responsible for the ongoing care and maintenance of the trees and shrubs following installation. This includes but is not limited to regular watering, pruning and any possible pest control measures. Failure to provide adequate care may result in adverse effects on the health and longevity of the plants.

**Costs and Payment:** Upon receipt of an order to purchase trees and/or shrubs, *New Day* requires a fifty-percent (50%) down payment from *Client* for all items ordered. Upon receipt of such down payment, *New Day* will purchase trees and/or shrubs. If *Client* terminates the Work Order following the purchase of the ordered trees and/or shrubs but prior to planting, *New Day* retains the right to charge *Client* for reimbursement of the costs associated with the purchase of the trees and/or shrubs. This includes but is not limited to the price of the plants, pickup and delivery, potential maintenance while in our care.



1415 Northeast 199th Street Ridgefield, WA 98642

### **Stump Grinding**

*New Day* shall not be liable for unseen objects buried near stumps or roots including, but not limited to, irrigation boxes, water meter boxes, low voltage lighting, cable tv lines, irrigation lines, drip lines or any other obstacle buried under the soil. It is *Client*'s sole responsibility to know and visibly mark the location of irrigation lines, heads and drain lines.

If an unseen object or line is broken due to the work performed by *New Day*, *New Day* at its discretion, may present *Client* with an estimate for fixing the broken object or line. *New Day* at its discretion, may hire a subcontractor to fix objects or lines. *Client* may elect to fix the broken object or line on their own (or via their own contractor).

*New Day* DOES NOT remove stump grinding debris unless removal is noted on the Work Order.

### **Tree Related Emergency Services**

*New Day* will make every effort to minimize potential property damage. However, Due to the hidden dangers faced by arborists during emergency tree work, personnel safety comes first and therefore we will not assume liability during emergency situations.

### **Media Content**

*Client* authorizes *New Day* and its employees to utilize pictures and videos of work being performed on the property described in the Work Order for training and marketing purposes. *New Day* shall not utilize names, property addresses, license plates or other personal information in any marketing content without the written consent of *Client*.

### **Plant Healthcare /Pesticide Information**

Upon request, *New Day* will provide *Client* with a copy of the manufacturer's specimen label and the "safety data sheet" for the pesticide(s) which will be used on the property identified in the Work Order. All such pesticide(s) will be stored in a container that is impervious to that pesticide and sufficiently strong to prevent leakage arising from the ordinary risk of handling and transport.

### **Warranty and Disclaimers.**

*New Day* warrants that it will comply with the laws and regulations applicable to *New Day*'s business in the performance of the Services.

EXCEPT AS SET FORTH IN THIS AGREEMENT, *New Day* MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH THE SERVICES. *New Day* HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. *New Day* SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS OUTSIDE THE REASONABLE CONTROL OF *New Day*. IN NO EVENT WILL *New Day* BE LIABLE TO *Client*, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL,



1415 Northeast 199th Street Ridgefield, WA 98642

PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. *New Day's* AGGREGATE LIABILITY HEREUNDER FOR ALL DAMAGES ARISING UNDER OR RELATING TO THE PROVISION OF SERVICES, NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY ACTION IS BROUGHT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF REGULAR MONTHLY FEES ACTUALLY RECEIVED BY *New Day* FROM *Client* FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD PRECEDING THE MONTH IN WHICH THE INCIDENT CAUSING THE DAMAGES AROSE. THE LIMITATION ON LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES SHALL BE AGGREGATED, TO DETERMINE IF THE LIMIT HAS BEEN REACHED. THE ABOVE LIMITATIONS OF LIABILITY REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES IN VIEW OF THE FAVORABLE FEES BEING CHARGED BY *New Day* RELATIVE TO THE SERVICES DESCRIBED HEREIN AND ARE MATERIAL TERMS HEREOF.

### **General Provisions.**

**Assignment.** Neither party may assign this *Agreement*, in whole or in part, without the other party's prior written consent, except that *New Day* may assign this *Agreement* without *Client's* consent in the case of a merger, reorganization, acquisition or consolidation of *New Day's* business organization. Any attempt to assign this *Agreement* other than as permitted herein will be null and void. Without limiting the foregoing, this *Agreement* will inure to the benefit of and bind the parties' respective successors and permitted assigns.

**Force Majeure.** No failure or omission by the parties hereto in the performance of any obligation of this *Agreement* shall be deemed a breach of this *Agreement*, nor shall it create any liability, provided the party uses reasonable efforts to resume performance hereunder, if the same shall arise from any cause or causes beyond the reasonable control of the parties, including, but not limited to the following, which, for the purpose of this *Agreement*, shall be regarded as beyond the control of the parties in question: (a) acts of God; (b) acts or omissions of any governmental entity; (c) any rules, regulations or orders issued by any governmental authority or any officer, department, agency or instrumentality thereof; (d) fire, storm, flood, earthquake, accident, war, rebellion, insurrection, riot, strikes and lockouts; or (e) utility or telecommunication failures.

**Governing Law.** This *Agreement* will be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict/choice of law principles. Any legal action or proceeding arising under this *Agreement* will be brought exclusively in the federal or state courts located in Clark County, in the State of Washington, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.



1415 Northeast 199th Street Ridgefield, WA 98642

**Attorney Fees.** In the event of a default under this *Agreement*, the defaulting party shall reimburse the non-defaulting party for all costs and expenses reasonably incurred by the non-defaulting party in connection with the default, including without limitation attorney fees. Additionally, in the event a suit or action is filed to enforce this *Agreement*, the prevailing party shall be reimbursed by the other party for all costs and expenses incurred in connection with the suit or action, including reasonable attorney fees.

**Notices.** Any legal notice under this *Agreement* will be in writing and delivered by personal delivery or first-class USPS mail. Notices will be deemed to be effective upon personal delivery or upon the postmark date of mail sent via the USPS. Notice shall be delivered to the address provided by the parties upon execution of this *Agreement*. Such address may be changed from time-to-time by the parties.

**Entire Agreement.** This *Agreement* is the complete and exclusive agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, negotiations and communications (both written and oral) regarding such subject matter.

**Severability.** If for any reason a court of competent jurisdiction finds any provision or portion of this *Agreement* to be unenforceable, that provision of the *Agreement* will be enforced to the maximum extent permissible to affect the intent of the parties, and the remainder of this *Agreement* will continue in full force and effect.

**Waiver.** Failure of either party to insist on strict performance of any provision herein shall not be deemed a waiver of any rights or remedies that either party shall have and shall not be deemed a waiver of any subsequent default of the terms and conditions thereof.

**Modifications.** *New Day* may make modifications to this *Agreement* by posting the modifications to the weblink this *Agreement* is located at. Client agrees to the updated version thirty days following posting of the modified terms.

### New Day Arborist Subscription Service

The following are the benefits members receive when they are subscribed to NDA Subscription.

- **Priority Scheduling** – Subscription members will receive priority scheduling on their accepted jobs. We will schedule members before nonmembers (when jobs have been accepted on the same day. Our goal is to reduce your wait time by up to 50%. In other words, if our current backlog is 6 weeks, your job will be scheduled in approximately 3!)
- **10% discount on all New Day Arborist labor** – The work you request will be proposed, then a 10% discount will be applied, all except materials, trucking fees, dump fees, permit fees, and Subcontractors.
- **Yearly Assessment** - One Tree Inspection will be made during the year. A Tree inspection includes a visual observation of tree health, structure, and/or form to provide information to the tree owner or manager to guide tree health care or management decisions. While tree inspection is part of tree risk assessment, it is not meant to be a tree risk assessment.



1415 Northeast 199th Street Ridgefield, WA 98642

- Priority Response During a Storm – Members have the benefit of priority care and scheduling during a storm. Should a tree emergency occur within your landscape, simply let us know and we will prioritize your work ahead of our regularly scheduled clients to mitigate that emergency. A certified arborist will contact you within 24 hrs of your contact. Should a storm be forecasted and create known damage, we will contact you by phone and email at least once. We will request any current or imminent tree updates or failures. Members will have priority scheduling during storm events.
  - Member and non member emergencies will still be scheduled in order of severity. However Member emergencies will be prioritized over non member emergencies of the same severity. For example- a small tree fallen in the back yard of a member, is a lower priority than a 150ft tree over a children's hospital.
- Post-storm inspection—We're lucky; we generally don't have a devastating storm every single year, but we do have them often! After a damaging storm and after the storm clean-up has been completed, a certified arborist will stop by to visually inspect your trees for any unseen damage. Of course, should we find any damage, we will describe a management plan to present to the member, with an estimate to mitigate any concerns found. Post storm inspection shall count towards a members yearly inspection visit.
- HOA Pricing- New Day Arborist will determine price for HOA membership based on number of units, size of property, and number of trees.
  - All HOA's, that are subscribed to NDA subscription service, initially will have the discount extended to all HOA member individuals.
  - New Day reserves the right to not work for individual HOA members, and can rescind the discount at our discretion.

How we describe a storm – “Weather strong enough to create known tree damage.” The local population has been warned from local news outlets of an impending weather event. There is known potential of property and tree damage from extreme wind, snow, ice, or flood.

The main thing is communication! We do have what is sometimes called Micro Bursts, heavy winds or weather in a small location. These are generally not forecasted or reported, so, if you notice tree damage in your landscape, *Client*

*New Day* reserves the right to change the offerings of the subscription service and will notify clients if this occurs. Changes will not take effect until subscription renews for the upcoming year.



To: See client information on page one of this proposal

## NOTICE TO OWNER

*(Pursuant to RCW 60.04.031)*

**IMPORTANT: READ THE ENTIRETY OF THIS NOTICE CAREFULLY.**

**PROTECT YOURSELF FROM PAYING TWICE.**

To: See client information on page one of this proposal

DATE: See page one of this proposal

From: **New Day Maintenance LLC (DBA) New Day Arborist**

**AT THE REQUEST OF:** Garrett Day (Owner)

**THIS IS NOT A LIEN:** This notice is sent to you to tell you who is providing professional services, materials or equipment for the improvement of your property and to advise you of the rights of these persons and your responsibilities. Also take note that laborers on your project may claim a lien without sending you a notice.

### **OWNER/OCCUPIER OF EXISTING RESIDENTIAL PROPERTY**

Under Washington law, those who furnish labor, professional services, materials or equipment for the repair, remodel or alteration of your owner-occupied principal residence and who are not paid, have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

The law limits the amount that a lien claimant can claim against your property. Claims may only be made against that portion of the contract price you have not yet paid to your prime contractor as of the time this notice was given to you or three days after this notice was mailed to you. Review the back of this notice for more information and ways to avoid lien claims.

### **COMMERCIAL AND/OR NEW RESIDENTIAL PROPERTY**

**New Day Maintenance LLC** has or will be providing professional services, materials or equipment for the improvement of your commercial or new residential project. In the event you or your contractor fails to pay **New Day Maintenance LLC**, **New Day Maintenance LLC** may file a lien.



To: See client information on page one of this proposal

against your property. A lien may be claimed for all professional services, materials or equipment furnished after a date that is sixty days before this notice was given to you or mailed to you, unless the improvement to your property is the construction of a new single-family residence, then ten days before this notice was given to you or mailed to you.

Sender: New Day Maintenance LLC  
1415 NE 199th St.  
Ridgefield, WA 98642

Claimant Contact: Garrett Day (360)-887-6955

#### **IMPORTANT INFORMATION ON THE FOLLOWING PAGE**

#### **Brief description of services, materials or equipment provided or to be provided:**

Tree Removal, Tree Pruning, Stump Grinding, Consultation, or similar work. For an exact description of work, refer to the scope of work depicted above.

#### **IMPORTANT INFORMATION FOR YOUR PROTECTION**

**THIS NOTICE** is sent to inform you that **New Day Maintenance LLC** has or will be providing services, materials or equipment for the improvement of your property. **New Day Maintenance LLC** expects to be paid by the person who ordered their services, but if they are not paid, they have the right to enforce their claim by filing a construction lien against your property.

**LEARN** more about the lien laws and the meaning of this notice by discussing them with your contractor, suppliers, Department of Labor and Industries, the firm sending you this notice, your lender, or your attorney.

**COMMON METHODS TO AVOID CONSTRUCTION LIENS:** There are several methods available to protect your property from construction liens. The following are two of the more commonly used methods:

**DUAL PAYCHECKS** (Joint Checks): When paying your contractor for services or materials, you may make checks payable jointly to the contractor and the firms furnishing you this notice.



To: See client information on page one of this proposal

**LIEN RELEASES:** You may require your contractor to provide lien releases signed by all the suppliers and subcontractors from whom you have received this notice. If they cannot obtain lien releases because you have not paid them, you may use the dual payee check method to protect yourself.

**YOU SHOULD TAKE APPROPRIATE STEPS TO PROTECT  
YOUR PROPERTY FROM LIENS**

***YOUR PRIME CONTRACTOR AND YOUR CONSTRUCTION LENDER ARE REQUIRED BY LAW TO GIVE YOU WRITTEN INFORMATION ABOUT LIEN CLAIMS. IF YOU HAVE NOT RECEIVED IT, ASK THEM FOR IT.***

Garrett Day, Agent for Claimant



To: See client information on page one of this proposal

## NOTICE OF RIGHT TO A LIEN

(ORS 87.021)

**Warning: Read this notice.  
Protect yourself from paying any contractor or  
supplier twice for the same service.**

This is presented to all clients who intend to contract with New Day Arborist:  
Client and Address information is located on page one of this proposal  
Date of mailing: See page one of this proposal

This is to inform you that New Day Maintenance LLC (DBA) New Day Arborist has begun to provide Tree Removals, Tree Pruning, Stump Grinding, Consultation, or other similar work. For an exact depiction of work provided, refer to the proposal above.

A lien may be claimed for all materials, equipment, labor and services furnished after a date that is eight days, not including Saturdays, Sundays, and holidays, as defined in ORS 187.010, before this notice was mailed to you. Even if you or your mortgage lender has made full payment to the contractor who ordered these materials or services, your property may still be subject to a lien unless the supplier providing this notice is paid.

**THIS IS NOT A LIEN.** It is a notice sent to you for your protection in compliance with the construction lien laws of the State of Oregon.

**This notice has been sent to you by:**

Name: New Day Maintenance LLC (DBA) New Day Arborist

Address: 1415 NE 199th St. Ridgefield, WA 98642

Phone: (360)-887-6955

If you have questions about this notice, feel free to call us (the sender) at the phone number above.

Under Oregon's laws, those who work on your property or provide labor, equipment, services or materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien.

If your contractor fails to pay subcontractors, materials suppliers, rental equipment suppliers, service providers or laborers, or neglects to make other legally required payments, the people who are owed money can look to your property for payment, even *if you have paid your contractor in full*.

The law states that all people hired by a contractor to provide you with materials, equipment, labor or services must give you a *Notice of Right to a Lien* to let you know what they have provided.



To: See client information on page one of this proposal

## WAYS TO PROTECT YOURSELF ARE:

- RECOGNIZE that this *Notice of Right to a Lien* may result in a lien against your property unless all those supplying a *Notice of Right to a Lien* have been paid.
- LEARN more about the lien laws and the meaning of this notice by contacting an attorney, the firm sending this notice, or the Construction Contractors Board (CCB). *NOTE: CCB cannot give legal advice.*
- ASK for a statement of the labor, equipment, services or materials provided to your property from each party that sends you a notice of right to a lien.
- WHEN PAYING your contractor for materials, equipment, labor or services, you may make checks payable jointly to the contractor and the firm furnishing materials, equipment, labor or services for which you have paid.
- OR use one of the methods suggested by the "Information Notice to Owners About Construction Liens." If you have not received this notice from your contractor, contact the Construction Contractors Board.
- GET EVIDENCE that all firms from whom you have received a notice of right to a lien have been paid or have waived the right to claim a lien against your property.
- CONSULT an attorney, a professional escrow company or your mortgage lender.

Learn more about the lien laws by reviewing the *Construction Liens* pamphlet on the Construction Contractors Board website at <https://www.oregon.gov/CCB/Documents/pdf/constructionlienspamphlet.pdf>.

**87.021 Notice to owners; notice from owner to original contractor; effect of failure to give notice.** (1) Except when material, equipment, services or labor described in ORS 87.010 (1) to (3), (5) and (6) is furnished at the request of the owner, a person furnishing any materials, equipment, services or labor described in ORS 87.010 (1) to (3), (5) and (6) for which a lien may be perfected under ORS 87.035 shall give a notice of right to a lien to the owner of the site. The notice of right to a lien may be given at any time during the progress of the improvement, but the notice only protects the right to perfect a lien for materials, equipment and labor or services provided after a date which is eight days, not including Saturdays, Sundays and other holidays as defined in ORS 187.010, before the notice is delivered or mailed. However, no lien is created under ORS 87.010 (5) or (6) for any services provided for an owner-occupied residence at the request of an agent of the owner.

(2) The notice required by subsection (1) of this section shall be substantially in the form set forth in ORS 87.023.

(3)(a) Except as provided in paragraph (b) of this subsection, a lien created under ORS 87.010 (1) to (3), (5) or (6) may be perfected under ORS 87.035 only to the extent that the notice required by subsection (1) of this section is given.

(b) A person who performs labor upon a commercial improvement or provides labor and material for a commercial improvement or who rents equipment used in the construction of a commercial improvement need not give the notice required by subsection (1) of this section in order to perfect a lien created under ORS 87.010. As used in this paragraph:

(A) "Commercial improvement" means any structure or building not used or intended to be used as a residential building, or other improvements to a site on which such a structure or building is to be located.

(B) "Residential building" means a building or structure that is or will be occupied by the owner as a residence and that contains not more than four units capable of being used as residences or homes.

(4) Unless otherwise agreed or the lien claimant who is required to give the notice under subsection (1) of this section is in privity with the original contractor, when a provision in an agreement for the construction of a commercial improvement requires the original contractor to hold an owner harmless or to indemnify an owner for a lien created under ORS 87.010 and perfected under ORS 87.035, that provision is not enforceable as to any lien which requires that a notice under this section be given to the owner unless a copy of the notice is delivered pursuant to ORS 87.018 to the original contractor not later than 10 days after its receipt by the owner.