Property managers and facilities directors rarely think ***View website*** about trees until a storm blocks a driveway or a root lifts a sidewalk. The best time to solve tree problems is before they appear, and that starts with a clear, practical contract. A good commercial tree service agreement protects budgets, clarifies expectations, and keeps people and property safe. A vague one invites disputes, surprise invoices, and risky work habits.

I have negotiated, administered, and reviewed hundreds of agreements across campuses, retail centers, industrial parks, and mixed-use communities. The patterns are consistent. When a contract spells out scope, standards, and response, the work goes smoothly. When it muddles those things, you spend your weekends tracking down crews, arguing about stumps, and answering board members who want to know why a limb fell on a tenant's car.

This guide breaks down what belongs in a commercial tree service contract, along with where owners and managers get tripped up. It applies whether you hire a local tree service for quarterly pruning or a larger tree service company on a multiyear plan with routine and emergency tree service provisions.

Start with purpose and scope that match the property

Every agreement should begin with a shared definition of what you are trying to accomplish. "Tree care" is not a scope. "Tree care service for all trees on the parcel" is still not enough. Scope anchors pricing and performance, so be specific in plain language.

I like to start with an inventory and a management goal. On a corporate campus with 450 trees ranging from 2 to 46 inches in diameter, the goal might be risk reduction and canopy lift for pedestrian clearance. On a shopping center with tight parking rows, the goal might be sightlines, sign visibility, and minimizing leaf litter in gutters. For residential associations with common areas, the goal may include shade preservation, hazard mitigation, and scheduled removals of poor-quality trees.

Spell out tree counts, general species mix if known, and what areas are in-scope: parking islands, perimeter buffers, loading bays, rooftop planters. If the service includes shrubs, palms, or hedges, say so, because many arborist service providers draw the line at trees above a certain height. Include site maps where practical, even screenshots with marked zones. The more you define the footprint, the fewer arguments later about who handles the row along the railroad spur or the city strip beyond the fence.

The daily work: maintenance tasks and pruning standards

Once scope is set, the contract should define tasks. Use industry standards to guide quality. The American National Standards Institute A300 standards for tree care provide common language for pruning types, and the companion Z133 standard addresses safety. You do not need to reproduce them, but reference them and tie them to your expectations.

Most commercial properties benefit from a mix of crown cleaning, crown raising, and occasionally reduction. That means removing deadwood, crossing branches, and hazards, lifting branches for vehicle and pedestrian clearance, and reducing specific limbs that threaten structures or signage. Avoid blanket language like "prune as needed." Crews interpret that differently on a hot Friday before a holiday.

State clearance targets in feet over sidewalks, drive lanes, and loading docks. Call out maximum cut size without prior approval. A typical range is no cuts over 4 inches in diameter for routine work unless the

property manager signs off. If your site has heritage trees or protected species, add stricter thresholds and permit steps.

Debris handling should be explicit: chips hauled away daily, logs removed, stumps ground to six to eight inches below grade, grindings backfilled and raked level. If you prefer chips left on site for mulch, specify locations and depth. Contracts that skip stump grinding create ugly reminders and trip hazards. Budget for it up front.

Include young tree structural pruning if you plant regularly. Ten minutes per tree in years two to five can save thousands later by developing good branch architecture. Most tree services can fold this into an annual cycle at a lower unit cost than one-off calls.

Risk management and safety: nonnegotiables

Tree work is hazardous. Lift trucks, chainsaws, wood chippers, and rigging carry real risk. Commercial contracts must set safety expectations, not in vague terms but with enforceable requirements.

Require compliance with ANSI Z133 and OSHA regulations, and go further with site-specific controls. Flaggers and cones on active drive lanes, spotters when backing equipment, and tie-in standards for climbers should appear in writing. Require daily job briefings and hazard assessments, with documentation available upon request. If the site has overhead utility conflicts, the contract should say whether the tree service company is line-clearance certified. If not, specify coordination with the utility’s contractor.

Insurance is a big differentiator between a professional tree service and a truck-and-saw outfit. Set minimums for general liability, automobile liability, and workers’ compensation. For most commercial sites, general liability of 2 million aggregate, 1 million per occurrence is a sound floor. Ask for an additional insured endorsement that includes ongoing and completed operations, with waiver of subrogation where your risk manager requires it. Certificates should name the property owner or entity, and you should verify them annually. If cranes are used, confirm the crane provider’s coverage as well.

I have seen claims derailed because the wrong entity was listed or a policy lapsed mid-term. Contracts should allow immediate suspension of work if insurance lapses, without penalty to the owner.

Who does the work: qualifications and supervision

Trees do not read contracts, people do. The agreement should identify who is responsible for supervision and what credentials the crew brings to the job. If you expect an arborist on site, say so. The International Society of Arboriculture (ISA) Certified Arborist credential is the baseline. For plant health care programs, ISA Board Certified Master Arborists or Certified Treecare Safety Professionals add value, especially on complex properties.

Call out pre-work meetings for significant operations, especially crane removals or pruning near critical infrastructure. Name the site point of contact and the tree service supervisor, with mobile numbers. Require bilingual supervision where your site workforce needs it for safety briefings.

Good contracts also address subcontracting. If the tree service intends to use subcontracted climbers, crane operators, or stump grinding vendors, require disclosure and the same insurance and safety compliance standards. You do not want an uninsured stump grinder showing up after hours.

Scheduling, access, and coordination with tenants

Commercial accounts live or die by coordination. Line out how work will be scheduled, how far in advance you will receive notice, and what happens if weather intrudes. A four-day forecast drives different decisions for bucket truck scheduling than it does for mowing. Give the tree services provider a blackout calendar for peak retail hours or tenant move-ins. Put loading dock access, gate codes, and lockout devices in an appendix with update procedures.

Noise restrictions and start times matter. Many municipalities restrict chipping before 7 a.m. or at night. If your building has hotels, medical offices, or sensitive labs, be explicit about hours. Tree care can be loud when multiple chainsaws and chippers run at once. Contracts should allow you to limit concurrent operations near certain facades or during exam periods. That avoids the uncomfortable call from a hospital administrator who just lost patient sleep.

Marking and protecting assets is a shared responsibility. The contractor should call in utility locates before stump grinding and should use ground protection mats when driving across turf or root zones. The property should mark irrigation lines, low voltage conduit, and private utilities where maps exist. Set cost responsibility for repairs when someone cuts a drip line or sinks a rut in saturated soil. I like a “notify within 24 hours” clause for damage claims, with photos and a plan.

Plant health care and inspections

The visible work gets attention, but plant health care delivers long-term value. If you want more than cosmetic pruning, include inspection protocols. Scheduled walk-throughs with an arborist twice a year can catch root collar issues, borers, fungi, and girdling roots before they become removals. The contract should define inspection frequency, deliverables, and thresholds for recommending treatment.

For insect and disease management, avoid blanket spray language. Instead, specify Integrated Pest Management. That means monitoring, thresholds, and targeted treatments using the least toxic effective method. On commercial sites with employee parking and public exposure, soil injections or trunk applications often beat foliar sprays for safety and compliance. The agreement should prohibit certain chemistries if your ESG policies or local ordinances restrict them.

If you irrigate, inspections should include soil moisture checks and mulch depth. Many removals trace back to chronic overwatering or poor mulch practices. A two-person team can inspect 300 to 500 trees in a day depending on density. Ask for a written report with a simple risk rating and a prioritized work list.

Emergency tree service: response, triage, and pricing

Storms are where contracts earn their keep. The worst time to negotiate terms is when a line of thunderstorms just snapped a 40-inch oak and a crowd is taking pictures. Build an emergency response section with two tiers: imminent hazard response within a defined window, and broader cleanup with a set mobilization plan.

Imminent hazard response should prioritize life safety and access. That often means clearing drive lanes, removing hangers over entrances, and shoring compromised trees near public areas. Set a response time, such as crew on site within 2 to 4 hours for life safety threats during business hours, and 4 to 8 hours after hours, with best efforts language for citywide events. The tree service company should maintain a 24-hour number and name the decision maker who can authorize overtime, crane mobilization, or traffic control.

Emergency pricing should be pre-negotiated. Hourly rates for crews, bucket trucks, cranes, and loaders with operators are standard. Include minimum hours and travel charges so there are no surprises. I have seen

hourly crane rates range from the low hundreds to over a thousand dollars per hour depending on tonnage and height. If you have structures that require 150- to 300-ton cranes to reach, state it and pre-qualify vendors.

During wide-area storms, demand outstrips supply. Having a standing agreement with a local tree service beats dialing random numbers. Some properties add a retainer or standby clause to secure priority, especially for healthcare and distribution centers. If you choose that route, define what “priority” means in time and scope.

Pricing models and what they signal

Commercial tree care contracts typically use one of four pricing approaches. Each fits a different management style and risk tolerance.

Time and materials works well for unpredictable, inspection-driven work. You pay hourly rates for crews and equipment, plus disposal and materials. This favors trust and active oversight. You will want clear daily logs and sign-offs. Without disciplined scope control, costs can drift, especially if crews tackle low priority tasks while on site.

Unit pricing uses a schedule of values: per tree by diameter class, per stump by diameter and access, per cubic yard of chips, per foot of hedge. This allows quick estimates and clean billing. It shines on portfolio work where you repeat the same tasks across many properties. The risk is misclassification or unit creep. Use photos and a simple measurement protocol.

Lump sum per cycle fixes cost for a defined set of tasks, for example an annual pruning pass for all trees in Zones A through C. This rewards efficiency and can simplify budget approvals. It requires a well-scoped inventory and clear performance standards. Hidden costs pop up when you discover more decay or structural defects than expected. Build in unit rates for add-ons so you do not stall decisions.

Multiyear managed service blends inspection, scheduled maintenance, and a contingency fund for removals and emergencies. You commit to a yearly fee for tree care service, and the provider manages to that budget. It smooths costs and anchors accountability. It works best with a professional tree service that tracks risk and work history across seasons. You should still require transparent reporting and carryover rules for unspent funds.

Red flags in pricing include dramatically low per-tree rates without reference to standards, high deposit demands for routine work, and vague “storm cleanup” lines with no rates. When bids are not apples to apples, ask each bidder to price the same sample tasks on a test plot. You will learn more from that exercise than from a glossy proposal.

Performance standards and acceptance

Contracts should tie work to outcomes you can verify, not feelings. Beyond referencing ANSI A300, define acceptance criteria. Clearance heights can be measured. Deadwood removed above a certain size can be inspected. Mulch depth can be spot checked. Stumps can be probed to confirm grind depth and backfill. Hangers over public areas should be zero after a pruning cycle.

If you maintain specimen or legacy trees, incorporate resistograph testing, sonic tomography, or root collar excavations as needed, with clear triggers. You do not need to test every tree, but you should require recommendations backed by field notes and photos.

Seasonal timing matters. Many species respond poorly to heavy pruning in late summer heat or during leaf flush. State when major work should occur, with exceptions for hazards. For example, live oaks in the Gulf Coast tolerate winter pruning well, while maples often prefer dormant season cuts to reduce bleeding. Your arborist can tailor this by region.

Communication and documentation that actually get used

Big binders sit on shelves. Practical documentation lives in email threads and shared folders. Set a simple structure.

The tree service should send pre-work notifications with maps and dates, daily progress notes during mobilizations, and after-action reports with photos. For routine cycles, a quarterly summary is enough: what was done, what is next, and what hazards were found. For emergencies, require a photo log tied to hours and equipment used. Owners hate paying for invisible work. Photos fix that.

Define change authorization. If crews find decay that turns a prune into a removal, who can approve that in the field, and up to what dollar threshold? I prefer a tiered system: supervisors can approve up to a small amount, managers up to a mid amount, and anything above requires owner approval. That keeps crews moving while controlling budget drift.

Legal terms that fit tree work

Indemnification, termination, and dispute resolution clauses should be plain and proportional. Mutual indemnity often makes sense, with the contractor holding the owner harmless for contractor negligence, and the owner doing the same for site conditions or owner-directed risks. Require compliance with permits and ordinances, including tree protection laws. On some sites, removals require city permits and replacement plantings. The contract should assign responsibility for obtaining permits and paying fees.

Termination for cause is straightforward: safety violations, insurance lapses, persistent nonperformance. Termination for convenience should include notice, payment for work performed, and handoff of records. If you plan a multiyear term, include pricing adjustment mechanisms tied to labor and fuel indices. Tree services live in a market with volatile diesel prices and equipment costs. A fair escalation clause keeps them solvent and you covered.

Liens can surprise owners when subcontractors go unpaid. Require lien waivers with invoices for large jobs. For ongoing services, monthly conditional waivers protect both sides without much friction.

Protecting trees during nearby construction

Commercial properties evolve. Tenants remodel, utilities trench, and new pads get built. Construction is hard on trees, especially roots and soil structure. The tree service contract can address protection protocols. Require pre-construction tree protection plans, fencing at drip lines or beyond, and root-zone work rules: no grading, no materials storage, no washing out concrete trucks under canopies. If trenching must occur in root zones, require air excavation with root pruning, not backhoe ripping.

Assign a fee schedule for construction monitoring by the arborist, with stop-work authority if contractors violate tree protection. It sounds heavy-handed until you price a mature shade tree, then tally air conditioning costs and tenant comfort after it dies. A few hours of oversight saves a lot of canopy and goodwill.

Replanting, diversity, and long-term canopy goals

Removals will happen. The contract should not only cover cuts but also replanting. Set diversity targets so you do not end up with a monoculture vulnerable to the next pest. The old 10-20-30 rule remains a good yardstick: no more than 10 percent from one species, 20 percent from one genus, 30 percent from one family. On corporate or campus settings, a planting list should fit microclimates and maintenance capacity. Low-litter species near pools and entries, salt-tolerant choices near roadways, and heat-tough species in south-facing courts.

Define nursery stock quality, container versus B&B preferences, caliper ranges, staking, watering schedules, and warranty periods. A typical warranty is one year, extended if the property commits to irrigation and maintenance per the arborist’s directions. Planting is the fun part. Survival depends on care in years one and two. Contracts that include watering and inspections keep new trees from becoming future removals.

How to vet a provider beyond the brochure

A polished proposal is the starting line, not the finish. I like to visit an active site and watch a crew work. You learn a lot in ten minutes: PPE use, rigging discipline, chipper safety, and housekeeping. Ask about employee tenure and training. High turnover often correlates with inconsistent quality. Talk to references who manage properties like yours, not just any reference.

Review equipment condition. Aging bucket trucks are not a deal breaker, but maintenance tells a story. A clean, well-maintained fleet suggests the same care with your site. Ask how they handle peak loads. During storm season, do they have reciprocal agreements with other services for surge capacity, or do they triage only to their biggest accounts? Honest answers help you decide whether to sign a retainer.

Finally, align culture. Some outfits excel at residential tree service and are learning to handle commercial pace and documentation. Others live in the commercial rhythm and can struggle to give a small HOA the attention it wants. Neither is wrong, but fit matters. If you need daily reports, digital maps, and rapid tenant communication, seek a provider who already does that for similar clients.

Common pitfalls and how to avoid them

Several patterns repeat across troubled contracts.

- Vague language around pruning scope invites minimal work in hard-to-reach areas. Fix it with clear ANSI references, clearance targets, and maximum cut sizes.
- Missing emergency rates leads to sticker shock after storms. Fix it with pre-negotiated hourly rates and mobilization terms.
- Insurance certificates without endorsements leave owners exposed. Fix it by requiring additional insured endorsements and verification before mobilization and annually thereafter.
- Stumps left “for later” become permanent. Fix it by treating stump grinding and restoration as part of the base scope with unit rates and timelines.
- No change authorization protocol slows crews or blows budgets. Fix it with tiered approval thresholds and same-day documentation.

Keep a copy of your contract in the field truck. The best crews know the standards you expect and refer to them. Good paperwork does not replace judgment, but it equips it.

What a clean, working contract looks like in practice

At a distribution campus we manage, the agreement starts with a mapped inventory: 612 trees across four zones. The scope sets 14-foot clearance over truck lanes and 8-foot clearance over sidewalks. ANSI A300 pruning standards apply, no routine cuts over 4 inches without approval. It calls for crown cleaning on all trees once every two years, with annual crown raising passes along active docks.

Plant health care includes two ISA Certified Arborist inspections per year, with written risk ratings and a prioritized list. The contract requires ISA supervision on site for crane operations and sets Z133 compliance. Insurance minimums are clear, with additional insured and waiver of subrogation endorsements.

Emergency response guarantees a crew within four hours for life safety hazards, with pre-negotiated hourly rates for crews, bucket trucks, loaders, and cranes. There is a two-hour minimum for each mobilized unit. Access rules bar work during shift changes from 6 to 8 a.m. and 4 to 6 p.m. unless emergency conditions exist.

Pricing blends unit rates for stumps and removals with a lump sum for the annual pruning cycle. Change approvals allow the site supervisor to OK up to a defined amount in the field, and the property manager up to a higher amount, keeping work moving.

There is a two-page attachment for construction protection during tenant improvements, including fencing and air excavation requirements. Replanting rules set a species mix and a one-year warranty tied to watering.

Is it perfect? No contract is. But it works. Crews know what to do and where, tenants see consistent clearances, and storm nights are as calm as they can be.



Where residential and mixed portfolios differ

If you manage both commercial and residential tree service portfolios, adjust terms to fit. Residential common areas have more frequent human contact, more children and pets, and often tighter budgets. Communication shifts from tenant reps to boards and homeowners. Work windows narrow around school schedules. Noise and debris rules tighten. At the same time, unit pricing and annual cycles still apply, and a local tree service that knows the neighborhood can outperform a large regional firm on response and goodwill.

For medical and educational campuses, documentation and background checks for crews may be mandatory. Add badging requirements, escort rules, and vaccination records if your policies require them. No one likes bureaucracy, but it must be in the contract if you expect compliance.

A brief checklist you can use when drafting

- Scope that maps trees, areas, and tasks, with ANSI A300 pruning references and defined clearance targets.
- Safety and insurance requirements tied to Z133 compliance, specific coverages, and endorsements, plus supervision credentials.
- Scheduling rules, access constraints, communication protocols, and change authorization thresholds that match your operations.
- Emergency response commitments with pre-set rates, mobilization rules, and priority definitions.
- Pricing structure that fits your property, plus replanting standards, plant health care inspections, and construction protection.

When to revisit and adjust

Trees grow, tenants change, and budgets move. Build in an annual review with your arborist to adjust the plan. If you just had a storm that revealed canopy weaknesses, tilt the next cycle toward structural pruning. If renovations compacted soil along a frontage, invest in soil decompaction and mulching. If a pest moved into your region, add monitoring and targeted treatments. Contracts should breathe, not sit static for five years while conditions shift.

Also revisit your provider mix. A single tree service may cover most needs, while a specialty firm handles crane work or plant health care spikes. If your main provider welcomes that collaboration, you probably picked well. Territorial providers protect their scope at the expense of your trees.

Good contracts do not guarantee perfect outcomes, but they stack the deck in your favor. They make it easier for a professional tree service to deliver consistent work and for you to justify the spend. They keep emergency tree service predictable when winds rise. Most of all, they preserve the quiet asset that trees are, turning shade, beauty, and storm resilience into planned results instead of luck.