

SNOW PLOWING CONTRACT

TO:

DATE:

Time Limit: This quotation is firm for _____ days.

Contact Person: _____

Project: _____

Location: _____

WE PROPOSE TO FURNISH LABOR AND EQUIPMENT TO PLOW SNOW FOR THE FOLLOWING AREAS:

(Describe areas by sketch and or monuments)

(Areas not covered by proposal)

Per push price: This bid is based on a price of \$_____ per push for 2.0" to 4.9"; and 5.0" to 7.0" will be plowed at a rate of \$_____ per push. Accumulations greater than 7.0" will result in additional charges to compensate for additional time required to adequately remove snow from lot at an hourly rate of \$_____ per hour as determined by site weather conditions. Customer understands that drifting snow may necessitate an additional plowing this location, regardless of the total snowfall amount at this location. Drifting will be plowed at an hourly rate of \$_____ per hour as determined by site weather conditions. The season shall commence November 1, 20__ and shall terminate April 1, 20__. Snow depths are determined by official reports from the National Weather Service, local newspaper reports and Metro Airport.

If you choose the per push price: _____ initial here

Payments will be due upon receipt of invoice. Failure to pay the invoice within ten (10) days of the invoice date relieves the contractor from further liability to plow snow.

Seasonal Price: This bid is based upon a seasonal price of \$_____ per snow depths up to 5". The season shall commence November 1, 20__ and shall terminate April 21, 20__. Snow plowing is to commence within a reasonable time after the accumulation reaches a minimum of 2", but not before it ceases to fall. Snow depths in excess of 5" will be plowed at an additional charge of \$_____ per inch. Snow depths shall be determined by the official report of the National Weather Service.

If customer so elects that his/her place of business should be plowed before business hours, and an additional plowing is necessary to remove new accumulations of snow, the customer will be charged for both plowings. Total number of plowings not to exceed two per customer, per snow storm. If customer elects to have additional plowings, please initial here: _____.

If any equipment other than a snow plow, snow blower and snow shovel is required to clear snow from area to be plowed (i.e., front end loader, dump truck, etc.), an hourly rate of \$_____ per man shall be charged to the Customer along with any other costs incurred, including rental fees for such equipment. Work involving the use of extra equipment as described above shall be performed within a reasonable period of time upon completion of Contractor's regularly scheduled route.

If you choose the Seasonal price: _____ initial here

This contract may be paid in three (3) installments. The first equal installment shall be Fifty (50%) percent of the contract price and is due on or before November 1, 20____. The second installment of Twenty-Five (25%) percent of the contract price is due December 1, 20____. The third and final installment is due January 1, 20____.

Failure to make timely installments terminates the contract and relieves the Contractor from any further liability to plow the snow.

Neither the per push or seasonal snow plow price includes the shoveling or plowing of side walks. If you want your side walks plowed or shoveled, they will be plowed or shoveled at an hourly rate of \$_____ per man hour.

If you choose to have your side walks plowed or shoveled: _____ initial here

Reports of damages to real or personal property must be reported to the contractor within twenty-four (24) hours. Failure to report the damages constitutes a waiver and the contractor is released from liability and the Customer will hold the Contractor harmless from any liability.

Unpaid balances will be assessed a late charge at the rate of one and one-half (1 1/2) percent per month on the unpaid balance.

This contract may be canceled by the customer by giving the Contractor thirty (30) days advance written notice to the other party. Delinquent payments will be due forthwith.

DISCLAIMER

The owner of the property is presumed to know his property boundaries. The owner will clearly stake or instruct contractor to stake the areas to be plowed. In the event the areas staked are erroneous, the owner agrees to defend and hold harmless the contractor for any and all trespasses that may result from the owner's failure to properly stake his property. The owner agrees to pay the Contractor's attorney fees in defense of the trespass claim.

SALT APPLICATION

The per push price or seasonal price does no, include sale or calcium chloride applications. Failure to salt or apply calcium chloride may result in unusually slippery conditions which may cause injury to persons or property. Salt will be applied at an additional charge of \$_____ per ton. Calcium chloride will be applied at an additional charge of \$_____ per ton.

If Customer wishes salt or calcium chloride to be applied after each snow fall, please initial this line, The amount of salt or calcium chloride to be applied will be at Contractor's discretion. _____

If Customer does not want salt applications. please initial this line. _____

If Customer does not want calcium chloride applications, please initial this line. _____

Customer acknowledges that the real property is adequately insured for tort claims.

Customer agrees to defend and to hold harmless from any and all liability, including attorney fees, which the contractor may accrue resulting from the Contractor's work on customer's property.

DRIFTING

Drifted snow in excess of _____ inches will be plowed at the additional charge of \$_____ per time.

TERMS AND CONDITIONS

This written agreement contains all conditions and describes all work to be done. This agreement supercedes all previous agreements and any verbal commitments made prior to the date of this agreement.

"Per Plow" rate for snow accumulations up to 5" (approx.) Accumulations greater than 5" may result in additional charges to compensate for addition time required to adequately clear snow from lot. Customer understands that plowers may have to go through lot once to clear heavy snow, and then replot lot to clear remaining snow. Customer understands that this may result in additional charges for that particular snowfall.

Unless specifically stated, sidewalk removal is not part of quoted rates. Quoted rates do not include front end loader services.

Contractor will exercise its best judgment based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and contract assumes no liability for "Acts of God".

Customer agrees to allow contractor to decide if snow plowing is warranted based upon snow accumulations at customer's particular location. Customer understands that snow accumulations may vary throughout the area, and that accumulations in one section of area are not necessarily indicative of the accumulation at the customer's particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snow fall at that location.

Accounts that are past due will not be plowed until account is brought up-to-date. Customer understands and accepts the fact that delays in payments made to contractor may result in appropriate legal action being taken to collect monies owed to contractor. Customer understands that costs of such legal action, including without limitation lawyers fees, costs, and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding inure to the benefit of the parties and their heirs, executors. administrators and assigns.

TERMS AND CONDITIONS

Hold Harmless Agreement

To the fullest extent permitted by law, Customer agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees and volunteers and others working on behalf of Contractor against any and all claims, demands, suits or loss, including all costs therewith, and for any damages asserted, claimed or recovered against or from the corporation, its elected officials, employees, volunteers or others working on behalf of Contractor, by reason of personal injury, including bodily injury and/or death and/or property damage, including the loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Approval

This proposal will not be binding upon contractor until the signed acceptance has been received by us with at least the first installment.

By: _____

Title: _____

Customer Acceptance and Work Authorization

The above quotation is accepted as written and you are hereby authorized to proceed with the work.

By: _____
Customer Name

Date: _____

TERMS AND CONDITIONS

Customer understands that plowing (or salting) of a particular location may not clear the area to "bare pavement," and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that Contractor assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the Contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

If sidewalk snow removals is selected as an option: Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make Wind Chill factors below 0 degrees Fahrenheit. Customer understands that Contractor reserves the right to stop working in these severe conditions so as not to force unsafe working conditions upon employees.

Failure to pay the sums due in full may result in court litigation. If court litigation is started, the Customer agrees to pay the Contractor's reasonable attorney fees.