



SNOW REMOVAL AGREEMENT

CLIENT NAME:

BILLING ADDRESS:

DATE OF AGREEMENT:

TERM OF AGREEMENT:

From December 1, 2012
Through March 31, 2013

SERVICE ADDRESS:

(If other than billing address)

Egg Harbor City, NJ 08215

SCOPE OF SERVICES

Contractor shall perform the following services (the "Services"):

1. ***Vehicle Area Snow Removal.***

Contractor will perform snow shoveling and/or plowing services only from indicated areas of the front of the property typically including driveways and driveway aprons. Service fees will be determined according to the attached Rates Schedule. Contractor shall mobilize when snow accumulation reaches 2" or snow accumulation is imminent in these service areas described above. Contractor will begin snow and ice removal operations and continue as needed.

2. ***Pedestrian Area Snow Removal.***

Contractor will perform snow shoveling and/or plowing services only on front walkways, disability ramps and front entrances. Service fees will be determined according to the attached Rate Schedule. Contractor will commence snow removal on these service areas when Contractor determines that snow accumulation has reached two (2) inches.

3. ***De-icing Services.***

Contractor will apply de-icing materials to service areas only in conjunction with a storm with accumulations greater than 2" or when requested by client. Service fees will be determined according to the attached Rate Schedule

4. ***Snow Removal Rates Schedule***

Salting of Drive and Walk with Calcium Chloride per application:	\$21.00
Clearing Walk and Drive of 2-5.99" Snow:	\$65.00
Clearing Walk and Drive of 6-11.99" Snow:	\$85.00
Clearing Walk and Drive of 12-17.99" Snow:	\$110.00
Clearing Walk and Drive of 18-24" Snow:	\$135.00

5. **Determining Snow Depth.** For each Site, the aggregate depth of snowfall and number of snow, ice, and/or mixed precipitation events requiring Services will be determined in good faith by Contractor using published, third-party compiled meteorological data for that Site or surrounding geographic areas.
6. **Sales Tax.** The rates specified above do not include state sales tax. NJ State sales tax will be added as appropriate the invoice for each storm

7. **Contact Information:**

Brickman

Name	Office Number	Cell Number	e-mail
Craig Romig	609.561.1452	609.820.7841	craig.romig@brickmangroup.com
Anthony Alonso		609.449.5112	anthony.alonso@brickmangroup.com

Client

Name	Home Number	Cell Number	e-mail

TERMS AND CONDITIONS

THIS SNOW REMOVAL SERVICES AGREEMENT (this "Agreement") is entered into as of the date first set forth on the attached Specification Sheet, by and between The Brickman Group Ltd. LLC (the "Contractor") and the client identified on the Specification Sheet (the "Client"). In consideration of the mutual covenants contained herein, and intending to be legally bound hereby, Contractor and Client agree as follows:

SERVICES

Contractor will furnish labor, supervision, services, materials and equipment necessary to perform the services for the Client as are set forth on "Specification Sheet" (the "Services") at the prices and/or amounts set forth on the "Rates Schedule" attached hereto. Services will be made available to Client and the term of this Agreement (the "Term") will be as set forth on the Specification Sheet.

Unless the Specification Sheet indicates otherwise, Client and Contractor agree that Client will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services. Client agrees to determine when and to the extent Services are required, Client shall be required to notify Contractor in advance when and to the extent Services are required as a result of accumulations of snow and/or ice or any other conditions requiring Services, and Contractor shall not be liable for any Damages (as hereinafter defined) resulting from Client's failure to timely or appropriately request Services from Contractor and Client agrees to indemnify, defend and hold harmless Contractor from and against any Damages resulting from Client's failure to timely or appropriately request Services from Contractor.

If as indicated on the Specification Sheet, Client and Contractor agree that Contractor will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services, then Client agrees that Contractor's reasonable determination of the need for and amount and scope of the Services provided shall be binding on Client. If Client elects to suspend or deny Services at any time, Client shall provide Contractor with a written proposal to modify the scope of Services (and Exhibit A) to Contractor; Contractor will continue to perform according to the existing scope of Services until such a proposal is mutually agreed. Contractor shall respond promptly and within a reasonable amount of time as weather conditions and government restrictions permit.

PAYMENT

Client shall pay Contractor for Services in accordance with the Rate Sheet. Client shall pay Contractor immediately upon receipt of an invoice for Services. Contractor shall have the option to terminate this Agreement, or otherwise suspend, delay, or modify services upon written notice to Client if Client fails to pay Contractor in full all invoiced amounts within 30 days.

INDEMNITY

Client agrees to indemnify, defend and hold harmless Contractor, and its officers, employees, directors, representatives and agents (each, an "Indemnified Party"), from and against any and all claims, losses, settlements, fines, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and attorneys' fees and disbursements) ("Damages") suffered, sustained, incurred or required to be paid by any such Indemnified Party due to, based upon, arising out of, in connection with, or otherwise in respect of: (i) the performance of the Services contemplated hereby or otherwise as a result of any acts or omissions by Client, its employees, agents, representatives and clients, (ii) failure by Client to perform its obligations under this Agreement, or (iii) enforcement of this paragraph. This paragraph shall survive the termination of this Agreement.

DRIVEWAYS, WALKS, AND OTHER PAVED SURFACES

Prior to the commencement of snow removal operations, representatives of Client and Contractor shall inspect the site and document existing conditions. Contractor will not be responsible for any damage to driveways, expansion joints, walks, and other paved surfaces resulting from treatments with calcium chloride (or equivalent) or salt/sand materials. Contractor is not responsible for cosmetic scrapes on driveways, parking surfaces, or sidewalks, or damage to concrete or paved surfaces at or near expansion joints. Client acknowledges that concrete will crack under the ordinary stress of freezing and thawing, and cracked concrete will not be the responsibility of Contractor during driveway, parking surface, or sidewalk snow removal or de-icing treatments. Contractor will not be responsible for damage to objects (e.g., planters, statues, etc.) left in snow plow areas.

Damage to garage doors and sod caused by snow plows shall be the responsibility of Contractor; Contractor shall not be responsible for damage to turf or plant materials caused by snow melting or de-icing materials.

MISCELLANEOUS

This Agreement shall be construed in accordance with and governed by the laws of the state in which Services are performed. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns; provided that, Client may not assign this Agreement, nor any of its rights, interests, or obligations hereunder, without the prior written consent of Contractor. This Agreement, the Specification Sheet, and the Rate Sheet, and any exhibits attached hereto or thereto (including but not limited to Exhibit A) set forth the entire agreement and understanding between the parties as to the subject matter hereof and merge and supersede all prior discussions, agreements and understandings of any and every nature between them as to the subject matter hereof. This Agreement, the Specification Sheet, and the Rate Sheet, and any exhibits attached hereto or thereto (including but not limited to Exhibit A) may be amended, modified, supplemented or altered only by a written agreement signed by both Client and Contractor. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived, but no such waiver shall be effective unless such waiver is in writing and is signed by the party against whom the waiver is to be effective. Such waiver shall not operate or be construed as a waiver of any other or subsequent breach of such or any other provision. The parties agree that any conflict as between the provisions set forth in this Agreement and any provisions set forth the Specification Sheet or any other document incorporated into this Agreement, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, Contractor and Client have executed this Agreement as of the day and year first written above.

CONTRACTOR:
THE BRICKMAN GROUP LTD. LLC

By: _____
Name: Craig Romig
Title: Branch Manager

CLIENT:

By: _____
Name: _____
Title: _____