

Snow Plow Agreement

[Customer Name]
[Customer Address]
[Customer Address]

Type: Residential/Commercial

ABC Snow Maintenance Co., Inc. hereby proposes to supply labor and equipment necessary to perform snow &/or sanding & salting services as outlined in this contract

Parties

This Agreement is made and entered into this __ day, in the Month of: _____, 20__, by and between, "Client's Full Name", (Hereinafter referred to as Customer), and "ABC Snow Maintenance Co., Inc." (Hereinafter referred to as Contractor) for snow maintenance services at the following location(s) (Hereinafter referred to as Property)

In consideration of the mutual promises contained herein, Contractor agrees to perform the following work:

Scope of Work

ABC Snow Maintenance Co., Inc. hereby proposes to supply labor and equipment necessary to perform snow &/or sanding & salting services:

General Conditions

1. Snowplowing operations to commence when two inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence within one hour of **Customer's request**, or if agreed upon in writing in advance, within a reasonable time from. A separate charge for this service applies. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations at the Property. Customer understands that snow accumulations may vary throughout New Jersey, and that accumulations in one section of New Jersey are not necessarily indicative of the accumulations at the Property. Customer maintains the responsibility for monitoring and inspecting premises.
2. The Customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor or others. Customer shall defend all suits and claims arising from or incidental to the work under the Agreement, without expense or annoyance to the Contractor or its employees.
3. It is understood that the Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
4. **INDEMNITY:** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless **Contractor**, it's owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while **Contractor** is not physically on premises.

5. Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.
6. The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Customer understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs unless Contractor has been negligent. Customer is responsible for all damage caused to and/or by hidden objects.
7. If sidewalk snow maintenance is selected as an option: The Customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below (0) zero degrees Fahrenheit. The Customer agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty), so as not to force unsafe conditions upon our employees.
8. Contractor will reserve a time slot just for you. Thus, Contractor expects payment for that time slot each time 2" or more snowfalls and we send our trucks out to plow. If we get to your premises and it has already been cleared by someone other than ABC Snow Maintenance Co., Inc, we will still charge the initial accumulation price for that time slot

Specifications

1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Customer must keep vehicles garaged. It is the Contractor's policy to stay a minimum of (2) two feet away from garage doors and all vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
2. Contractor shall snow plow from main roadway into driveway, one or more times per storm starting at two or more inches as conditions dictate.
3. Snow maintenance services shall be completed during over-night hours, after snowfall has stopped. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
4. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.
5. In the event of snowfall of less than **two** inches of total accumulation, Customer shall notify Contractor as to the necessity of snowplowing services.
6. Snow accumulation of less than 2" will be treated chemically. Icy conditions will be treated chemically.
7. Contractor may install marker stakes along Customer driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following April to collect stakes.
8. Contractor is not responsible for snow banks built up by town plows AFTER service has been rendered, **nor ice that forms caused by melting and refreezing after requested services were originally provided.**

Pricing:

1. To insure a superior level of service, Contractor will bill for one 0-4" storm during each of the months of December, January and February, in the event that there are no plowable snowstorms during that particular month. The amount billed will be credited toward other snow services performed during the same month. All prices are plus sales tax.

Initial accumulation up to 4 inches: \$
 Over 4 inches up to 7 inches: \$
 Over 7 inches up to 10 inches: \$
 Over 10 inches up to 12 inches: \$
 Over 12 inches: An additional \$15 per inch

2. Ice control / de-icing materials:
 a. An application of salt will be made per 50-lb. bag for: \$30
OR
 b. To help minimize the effects of de-icing chemicals to concrete sidewalks and surrounding vegetation, 50 lb. bags of Potassium Chloride will be applied at the rate of \$50 per bag.

3. [] Check here, if you wish to **DECLINE** having the Contractor apply de-icing agents on your Property. We strongly advise against declining application of de-icing agents due to concerns for slippery or icy conditions which could result in damage, injury or death.

4. **Snow Excavation & and removal, Hourly Prices**, the following services are available if necessary, with a one-hour travel charge, and a minimum charge of four hours. This equipment will only be used after consulting with & receiving approval of Customer.

Front End Loader(2 yd. bucket)	\$150.00/hr	Labor with shovels	\$49.00/hr
Front End Loader (3 yd. bucket)	\$175.00/hr	Labor with snow blowers	\$85.00/hr
Tandem Dump Truck	\$110.00/hr.	Hand chipping of ice	\$49.00/hr
Roll Off Box Container	\$100.00/hr		

5. Snow/ice maintenance on holidays will be charged at a 20 % premium. Holidays include: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New year's Day and Easter.

Terms

1. Service is effective between November 1, 2007, and April 30, 2008.
2. Terms are Net 10 with a 2% charge per month (24% per annum) on all balances 10 days past due. Customer agrees to pay all costs associated with collecting past due balances including, but not limited to, any and all attorney's or collection agency's fees.
3. Contractor will not perform plowing services until any past due balances are paid in full.

() **I choose to prepay my three installments (non-refundable) before November 21, in consideration of a 5% discount. Enclosed is my payment for \$ ____.**

Cancellation

This Agreement is cancelable upon written 30-day notification by registered mail. Payments for services rendered are due and payable upon such cancellation.

Due to the increased high demand of our snow plowing service, this Agreement may be withdrawn by Contractor if not accepted within 30 days, or, if Contractor's plowing schedule is filled before being received from Customer.

 Signature of Customer / Title

 Date

Acceptance of Proposal: The Customer has read and understood and the customer agrees to all the terms and conditions contained in this Agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, the Customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Customer employee or agent who is authorized to endorse this Agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.

Signature of Customer / Title

Date

Please return this Agreement. Thank you for choosing ABC Snow Maintenance Co., Inc.

Sincerely,

[YOUR NAME COMPANY]

X _____ [Dated
[PERSON SIGNING NAME]

**** Disclaimer: This is NOT a legal document. This document is not intended to be taken as legal advice. Please consult with legal counsel. ****

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