

SNOW REMOVAL SERVICE CONTRACT

1. **THE PARTIES.** This Snow Removal Service Contract ("Agreement") is made on _____, by and between:

Contractor: _____ with a mailing address of _____ ("Contractor"), and

Client: _____ with a mailing address of _____ ("Client").

Contractor and Client are each referred to herein as a "Party" and, collectively, as the "Parties" agree to the following:

2. **THE PROPERTY.** The service provided under this Agreement shall be provided at the following address: _____.

3. **TERM OF AGREEMENT.** The term of this Agreement shall start on _____, and terminate: (check one)

- ☐ - At-Will. Written notice of at least ____ day(s) by either Party.
☐ - End Date. On the end date of _____.
☐ - Other. _____.

4. **SNOW REMOVAL.** The Contractor agrees to provide snow removal, plowing, and shoveling service to the following areas: (check all that apply)

- ☐ - Driveways
☐ - Parking Lots
☐ - Walkways
☐ - Rooftops
☐ - Other: _____.

5. **DE-ICING.** The Contractor agrees to provide: (check one)

- ☐ - **No De-Icing Services.**
☐ - **De-Icing Services.** De-icing shall be provided to: (check all that apply)
☐ - Driveways
☐ - Parking Lots
☐ - Walkways
☐ - Rooftops
☐ - Other. _____.

“De-icing Services” include the application of salt or equivalent materials to prevent ice accumulation. This service, if provided, will be performed promptly following snow removal, or as conditions necessitate, to ensure safe passage. Costs for de-icing services are included in the Compensation, unless otherwise specified.

6. **SNOW EVENT TRIGGER.** The Contractor shall provide its snow removal and de-icing services when specifically requested by the Client and with: (check one)

☐ - **No Snow Event Trigger.**

☐ - **Snow Event Trigger.** If there is any snow accumulation that reaches a minimum of ____ inches in a 24-hour period, the Contractor agrees to provide its services (“Snow Event”).

7. **COMPENSATION.** The Client agrees to pay the Contractor: (check one)

☐ - **Per Snow Event.** \$_____ for each occurrence.

☐ - **On an Hourly Rate.** \$_____ / Hour when performing services.

☐ - **On a Recurring Basis.** Contractor is paid on a: (check one)

☐ - Weekly Basis.

☐ - Bi-Weekly Basis.

☐ - Monthly Basis.

☐ - **Other.** _____.

Hereinafter known as the “Compensation”. If the Contractor is selected to be paid per Snow Event or on an hourly basis, the Client shall be issued an invoice that is required to be paid within 30 days of receipt. If the Contractor is selected to be paid on a recurring basis, this amount shall be paid by the Client no matter the number of Snow Events that occur.

8. **RETAINER.** The Client is: (check one)

☐ - **No Retainer Required.** The Client is not required to pay a retainer before the Contractor is able to commence their services.

☐ - **Retainer Required.** The Client is required to pay a retainer in the amount of \$_____ as an advance on future services that is refundable in the event the Contractor’s services are not provided.

9. **CLIENT’S INSPECTION.** Any Compensation shall be subject to the Client inspecting the completed Services of the Contractor. If any of the services performed by the Contractor pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Contractor, at which time the Contractor shall promptly correct such work within a reasonable time.

- 10. LIABILITY AND INSURANCE.** The Contractor shall maintain comprehensive general liability insurance and shall provide proof of insurance to Client upon request.
- a.) Contractor's Release. Contractor shall not be liable for any damage due to acts of God, unforeseen weather conditions, or circumstances beyond Contractor's reasonable control.
- b.) Client's Release. Client shall not be liable for any injury to the Contractor or their employees, subcontractors, or agents, in addition to any damage to the Contractor's property while performing services on behalf of the Client.
- 11. TAXES.** Contractor shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Contractor shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Service performed.
- 12. INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, or an employee of the Client. Contractor shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Contractor represent to anyone that it has a right to do so. Contractor further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Contractor shall indemnify and hold harmless the Client from any such loss or damage.
- 13. SAFETY.** Contractor shall, at his/her/their own expense, be solely responsible for protecting its employees, sub-contractors, material suppliers, and all other persons from the risk of death, injury, or bodily harm arising from or in any way related to the Service or the site where it is being performed. In addition, Contractor agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Contractor shall be solely responsible and liable for any penalties, fines, or fees incurred.
- 14. ALCOHOL AND DRUGS.** Contractor agrees that the presence of alcohol and drugs are prohibited when performing services of any type. If the Contractor or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately, and any retainer paid to be returned to the Client.
- 15. DEFAULT.** In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs

and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

16. **GOVERNING LAW.** This Agreement shall be governed by and shall be construed in accordance with the laws in the State the Property is located. Contractor shall, while providing the Snow Removal Service, comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws, to the best of their abilities.
17. **SEVERABILITY.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
18. **ADDITIONAL TERMS.**

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19. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

Client Signature: _____ **Date:** _____
Print Name: _____

Contractor Signature: _____ **Date:** _____
Print Name: _____