Snow Removal Contract

1. Parties

1.1 This Snow Removal Contract (the "Agreement") is made and entered into on **[Date the contract is signed: _____]** (the "Effective Date") by and between:

[Contractor's full legal business name: _____], [Contractor's business form and state: _____], with its principal place of business at [Contractor's business address: _____], telephone [Contractor's phone number for service requests: _____], email [Contractor's email address: _____], business license or registration number [Contractor's business license or registration number: _____] (the "Contractor"); and

[Customer's full name or company name: _____], [Type of customer: _____], with a mailing address at [Customer's mailing address: _____], telephone [Customer's phone number: _____], email [Customer's email address: _____] (the "Customer").

1.2 The Contractor and the Customer are each referred to as a "Party" and together as the "Parties".

1.3 Each person who signs this Agreement on behalf of a company, homeowners' association, trust or other organization confirms that he or she is authorized to sign for it and to bind it to this Agreement. If more than one person signs as the Customer, each of them is jointly and severally responsible for all obligations of the Customer.

2. Background and purpose

A. The Contractor is engaged in the business of snow plowing, snow removal and ice control, and has the vehicles, equipment, personnel and experience needed to provide those services.

B. The Customer owns, leases or manages the property described in this Agreement and has the authority to engage a contractor to clear snow and ice from it.

C. The Customer wishes to engage the Contractor, and the Contractor wishes to be engaged, to provide winter snow and ice management services at that property during the Season on the terms and conditions of this Agreement.

In consideration of the mutual promises in this Agreement, and intending to be legally bound, the Parties agree as follows.

3. Definitions

3.1 In this Agreement the following capitalized terms have these meanings:

"Accumulation" means the depth of new snow, sleet or ice pellets on the Service Areas, measured as described in the section on trigger depth and measurement.**"Additional Services"** means the services described in the section on additional, on-call and emergency services, and any other work outside the regular Services that the Customer orders.**"Business Day"** means any calendar day except Sunday or a federal holiday.**"Cleanup Visit"** means the visit after Storm End in which the Contractor clears the last snowfall, pushes back banks, opens the driveway entrance and applies Ice Control where this Agreement

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provides for it.**"Ice Control"** means the application of rock salt, treated salt, other de-icing products, sand or other abrasives to the Service Areas to melt ice or to improve traction.**"Priority Areas"** means the parts of the Service Areas that the Contractor clears first, as listed in this Agreement and in Schedule A.**"Push"** or **"Visit"** means one trip by the Contractor's crew to the Property in which it clears the Service Areas once, or as much of them as conditions allow.**"Response Time"** means the time within which the Contractor will begin and complete a Push, as stated in the section on response time and service order.**"Season"** means the period stated in the section on season and term.**"Service Areas"** means the areas of the Property that the Contractor will clear, as stated in the section on property and service areas and in Schedule A.**"Services"** means the snow removal, Ice Control and related services described in this Agreement, including any Additional Services the Customer orders.**"Snow Event"** means a period of snowfall, sleet, freezing rain or drifting, not interrupted by more than [Hours without snow that end one Snow Event: _____] hours without precipitation, during which Accumulation reaches the Trigger Depth or ice forms on the Service Areas.**"Storm End"** means the time when precipitation has stopped at the Property, as reasonably determined by the Contractor from local observation and National Weather Service reports.**"Trigger Depth"** means the Accumulation at which the Contractor's obligation to perform a Push begins.

3.2 Headings are for convenience only and do not affect interpretation. The word "including" means "including without limitation". Schedule A (Site map and service areas) and Schedule B (Rate sheet) are part of this Agreement.

4. Property and service areas

4.1 **Property.** The Contractor will provide the Services at the property located at **[Address of the property to be cleared: _____]** (the "Property").

4.2 **Service Areas.** The Service Areas are: [Areas the contractor clears: _____], as further shown on the site map and checklist in Schedule A.

4.3 **Excluded areas.** The following areas are not Service Areas: [Areas the contractor does not clear: _____]. Any area that is not listed in Section 4.2 or marked as included in Schedule A is excluded, including roofs, decks, balconies and patios, unless the Customer orders work there as Additional Services.

4.4 **Public sidewalk, hydrants and curb ramps.** The public sidewalk next to the Property **[Public sidewalk included ("is" or "is not"): _____]** a Service Area. The areas around fire hydrants, and the sidewalk ramps and curb cuts in front of or next to the Property, **[Hydrant areas and curb ramps included ("are" or "are not"): _____]** Service Areas. Where a local law makes the owner or occupant of the Property responsible for clearing an area that is not a Service Area, the Customer keeps that responsibility.

4.5 **Service order.** The Contractor will clear the Service Areas in the following order of priority: [Order in which areas are cleared: _____]. During heavy or continuous snowfall the Contractor may clear the Priority Areas more than once before it clears the remaining Service Areas.

4.6 **Changes to the Service Areas.** The Customer may add or remove a Service Area by written notice to the Contractor. A change takes effect when the Contractor confirms it in writing. Any change in price is calculated from the rates in Schedule B or agreed in writing before the change takes effect.

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5. Season and term

5.1 **Season.** The Season begins on **[First day of the season: _____]** and ends on **[Last day of the season: _____]**. This Agreement takes effect on the Effective Date and ends at the end of the Season, unless it is terminated earlier under the section on termination or renewed under the section on renewal.

5.2 **Storms at the end of the Season.** If a Snow Event begins on or before the last day of the Season, the Contractor will complete the Services for that Snow Event, including the Cleanup Visit, on the terms of this Agreement, even if the work continues after the last day of the Season.

5.3 **Snow outside the Season.** If snow falls on the Property before the Season begins or after it ends, the Contractor will provide Services on the Customer's request if its crews and equipment are available. Those Services are billed at the rates in Schedule B. The Contractor has no obligation to respond outside the Season until it confirms the request.

5.4 **Start of service.** The Contractor's obligation to respond to Snow Events begins on the later of the first day of the Season and the date on which the pre-season walk-through under the section on site inspection has been completed.

6. Scope of snow removal services

6.1 **Snow removal.** For each Snow Event in which Accumulation reaches the Trigger Depth, the Contractor will clear snow from the Service Areas using [Equipment and methods used: _____], or other equipment suited to the conditions and the surface.

6.2 **Clearing standard.** The Contractor will clear driving and walking surfaces from edge to edge as far as markers and conditions allow, and will leave them bare or with a thin packed layer as the weather permits. Snow that has been compacted by vehicles or foot traffic before the Contractor arrives, and thin layers that remain after plowing, are treated with Ice Control where Ice Control applies under this Agreement.

6.3 **Long storms.** If snow continues to fall after a Push, the Contractor will return each time a further Accumulation equal to the Trigger Depth has fallen, and will make a Cleanup Visit after Storm End.

6.4 **Driveway entrance.** The Contractor **[Street plow ridge at the driveway cleared ("will" or "will not"): _____]** clear the ridge of snow (the "windrow") that a municipal or street plow leaves across the driveway entrance, on its next Push or Cleanup Visit after the windrow forms.

6.5 **Drifting.** Drifting snow that reaches the Trigger Depth on a Service Area after Storm End is cleared on the Customer's request as a separate Push.

6.6 **No guarantee of bare pavement.** The Customer understands that snow and ice can form again shortly after a Push, especially in freezing rain, falling temperatures, wind and traffic. The Contractor does not promise that the Service Areas will be free of snow and ice at all times. The Customer and its visitors should use care when walking or driving in winter conditions.

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7. Trigger depth and measurement

7.1 **Trigger Depth.** The Trigger Depth is **[Snow depth that triggers a visit: _____]** of Accumulation.

7.2 **How depth is measured.** Accumulation is measured on a level, undisturbed surface at the following location: [Where snow depth is measured: _____]. The measuring spot must be away from buildings, trees and places where drifting snow would raise the depth. Depth is recorded to the nearest tenth of an inch. If no suitable spot on the Property can be used, the Contractor may rely on the snowfall reported for the nearest official National Weather Service station or volunteer weather observer.

7.3 **Binding measurement.** The Contractor's reasonable measurement, recorded in its service log under the section on service records, is binding on the Parties unless it is shown to be clearly wrong. On request, the Contractor will give the Customer the measurement record and any photo taken of it.

7.4 **Service below the Trigger Depth.** If the Customer asks for a Push when Accumulation is below the Trigger Depth, the Contractor will provide it if it reasonably can. The Customer will pay for that Push at the lowest per-Push rate in Schedule B, even if the Pricing Method is a seasonal flat fee.

7.5 **Ice without snow.** Freezing rain, sleet and refreezing are handled under the section on ice control and de-icing materials and do not need to reach the Trigger Depth.

8. Response time and service order

8.1 **Start of a Push.** The Contractor will begin a Push [When the contractor starts a visit: _____].

8.2 **Completion.** The Contractor will complete the clearing of the Service Areas [When the clearing must be finished: _____]. For a Snow Event that ends between midnight and [Morning time for clearing priority areas after an overnight storm: _____], the Contractor will make reasonable efforts to clear the Priority Areas by [Morning time for clearing priority areas after an overnight storm: _____].

8.3 **Local clearing deadlines.** The Customer has told the Contractor about the following local deadlines for clearing the public sidewalk or other areas of the Property: [Local clearing deadlines that apply to the property: _____]. Where a Service Area is subject to such a deadline, the Contractor will plan its route to meet the deadline where reasonably possible. The Customer remains responsible for any area or deadline that it did not disclose.

8.4 **Route.** The Contractor serves the Property as part of a route that it plans in advance. It may change the order of its route during a Snow Event for safety, road conditions or emergencies.

8.5 **Targets, not guarantees.** The Response Times are targets that the Contractor will make every reasonable effort to meet. During heavy or continuous snowfall, ice storms, travel bans or any event described in the section on weather, delays and force majeure, the Contractor will provide the Services as soon as it can safely do so. A missed target is not by itself a breach of this Agreement. Three or more missed targets in one Season without such a cause are a material breach under the section on termination.

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9. Ice control and de-icing materials

9.1 **Basis.** Ice Control [Whether ice control is included or charged per application: _____].

9.2 **When Ice Control is applied.** The Contractor will apply Ice Control (a) after each Push and Cleanup Visit, where Ice Control is included under Section 9.1; (b) when freezing rain, sleet or refreezing forms ice on the Service Areas and the Contractor observes it on its route; and (c) when the Customer asks for it by telephone, text message or email.

9.3 **Materials.** The Contractor will use [Standard de-icing material: _____], unless the Customer asks for another product under Section 9.4. Rock salt works poorly at very low temperatures, below about 15°F. In that cold the Contractor may use a treated or blended product, or add sand or other abrasives. Sand and other abrasives improve traction but do not melt ice.

9.4 **Alternative products.** On the Customer's written request, the Contractor will use a product chosen to reduce harm to pets, plants or concrete, at the price for alternative products in Schedule B. These products generally cost more than rock salt and may work more slowly.

9.5 **Effects of de-icing materials.** De-icing materials can be corrosive and can harm concrete, pavers, metal, vehicles, grass, plants and nearby waters. The Contractor will apply them in reasonable amounts, keep them off lawns and planting beds where practical, and avoid leaving piles of material on steps and walkways. The Contractor is not responsible for the normal effects of the agreed material applied in a reasonable amount, including surface scaling of concrete that is new, unsealed or already damaged.

9.6 **Monitoring between visits.** The Contractor **[Refreeze checks after storms ("will" or "will not"): _____]** make scheduled checks of the Property for refreezing on the mornings after a Snow Event. Unless the Contractor has agreed to make such checks, it does not monitor the Property between Pushes and is not responsible for ice that forms between its visits. The Customer will watch for ice between visits and ask for Ice Control when it is needed.

10. Snow placement, stacking and removal

10.1 **Stacking areas.** The Contractor will pile snow only in the following stacking areas, as marked on Schedule A: [Where snow may be piled: _____].

10.2 **Prohibited placement.** The Contractor will not push, blow, shovel or plow snow into a public street or road, onto a neighbor's property, onto or against a fire hydrant, into or over a storm drain or catch basin, onto an accessible parking space or its access aisle, or into a pile that blocks drivers' view at an entrance or exit of the Property.

10.3 **Meltwater.** The Contractor will place piles where meltwater drains away from buildings and walkways where the layout of the Property allows. The Customer is responsible for melting and refreezing from piles in the agreed stacking areas, except where the Contractor placed snow outside them.

10.4 **When space runs out.** If the stacking areas fill up, the Contractor will tell the Customer. With the Customer's approval, which may be given by text message or email, the Contractor will move snow to another place on the Property with a loader, or haul it away to a lawful disposal site, at the rates in Schedule B. If the Customer does not approve and piles block part of a Service Area, the Contractor will clear what it can and is not responsible for the blocked part.

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10.5 **Disposal.** The Contractor will dispose of hauled snow only at sites that local law allows, and will obtain any permit that disposal requires.

11. Additional, on-call and emergency services

11.1 **Available services.** On request, the Contractor will provide Additional Services when its crews and equipment are available, including extra Pushes or Ice Control between scheduled visits, clearing of roofs, decks and balconies, icicle removal, hauling, loader work, standby crews at the Property during a Snow Event, and emergency calls outside the regular route.

11.2 **Ordering.** The Customer may order Additional Services by telephone or text message to [Contractor's phone number for service requests: _____] or by email to [Contractor's email address: _____]. Before it starts, the Contractor will confirm the request, the expected time and the price in writing; a text message or email is enough. In an emergency the Contractor may start work first and confirm in writing as soon as practical.

11.3 **Rates.** Additional Services are billed at the rates in Schedule B. Work that Schedule B does not list is billed at a price agreed in writing before the work begins.

11.4 **Roof and deck work.** The Contractor will clear roofs, decks and balconies only when it can do so safely and with suitable fall protection. Before such work, the Customer will tell the Contractor about known weak areas, skylights, solar panels, vents, heat cables and other features that snow may hide.

11.5 **Emergency calls and the right to cancel.** Where the section on the buyer's right to cancel applies, a sale that the Customer starts by calling the Contractor for a genuine immediate personal emergency is excluded from the three-day right to cancel only if the Customer gives the Contractor a separate, dated and signed statement in the Customer's own handwriting that describes the emergency and waives the right to cancel. A routine call for plowing does not meet this standard on its own.

12. Customer responsibilities

12.1 **Customer's duties.** The Customer will:

(a) before each forecast Snow Event, remove vehicles, trash and recycling containers, hoses, decorations, furniture and other movable objects from the Service Areas;
(b) keep the snow stakes and other markers installed under the section on site inspection in place for the whole Season;
(c) give the Contractor safe and timely access to the Service Areas during the Season, as follows: [How the contractor gets access: _____];
(d) keep its contact details current and answer the Contractor's requests for approval promptly;
(e) tell the Contractor promptly about missed areas, hazards, ice or damage that the Customer notices;
(f) between the Contractor's visits, watch the condition of the Property, ask for Ice Control or extra Pushes when needed, and warn visitors of hazards it knows about;
(g) keep gutters, downspouts, drains and paving in repair so that meltwater does not flow across the Service Areas and refreeze;
(h) clear every area that is not a Service Area, including any public sidewalk that local law requires the Customer to clear; and
(i) keep children and pets away from equipment while the Contractor is working.

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12.2 **Instructions not to perform work.** Any instruction by the Customer not to perform Services, to skip a Service Area or to stop Ice Control must be given in writing; a text message or email is enough. The instruction applies until the Customer withdraws it in writing. The Contractor is not responsible for conditions that result from following it. The instruction does not prevent the Contractor from treating a specific snow or ice hazard on a Service Area at no charge to the Customer.

12.3 **Blocked areas.** If the Contractor arrives and part of a Service Area is blocked by a vehicle or other object, it will clear what it can, and the visit counts as a full Push. A return trip to clear the blocked part is billed as an Additional Service.

13. Site inspection, markers and hazard disclosure

13.1 **Pre-season walk-through.** On or before [Date of the pre-season walk-through: _____], the Parties will walk the Property together to confirm the Service Areas, the Priority Areas, the stacking areas and any hazards, and will record them on Schedule A.

13.2 **Markers.** The Contractor will install snow stakes or reflective markers along the edges of driveways, walkways and landscaped areas and next to hazards. The Customer allows the installation and will not remove the markers during the Season. The Contractor will remove its markers after the Season ends. Charge for markers: [Charge for snow stakes and markers: _____].

13.3 **Hazard disclosure.** Before the first Snow Event, the Customer will mark or tell the Contractor in writing about every object or feature in or next to the Service Areas that snow could hide or that equipment could damage, including curbs, landscape edging, irrigation heads, landscape lighting, drains and catch basins, speed bumps, raised or loose pavers, buried cables or pipes near the surface, septic and well covers, invisible pet fences, heated driveways, stamped or decorative concrete and gravel surfaces. The Customer is responsible for any hazard that it knew about and did not mark or disclose.

13.4 **Condition photos.** Before the first Snow Event, the Contractor may photograph the Service Areas and their edges to record their condition, and will share the photos with the Customer on request. Either Party may add its own photos. The Parties will use these photos to assess later damage claims.

14. Service records and proof of service

14.1 **Service log.** For each visit the Contractor will record the date, the arrival and departure times, the crew or vehicle, the Services performed, the Service Areas cleared, the Accumulation measured, the Ice Control material used and its approximate amount, weather notes and, where practical, photos.

14.2 **Access to records.** The Contractor will give the Customer a copy of the log for any date within [Days to provide a copy of the service log: _____] days after a written request, and will keep its logs for at least [Years the service log is kept: _____] years after the end of the Season.

14.3 **Missed or deficient service.** The Customer will tell the Contractor about a missed or deficient Push or Ice Control application within [Hours to report a missed or deficient visit: _____] hours after the Customer learns of it. The Contractor will inspect the area and, if the service was missed or deficient, return to correct it within [Hours to return and correct a missed visit: _____] hours at no charge.

14.4 **Remedy.** For a missed or deficient service, the Customer's remedy is the corrective visit under

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Section 14.3 and, if the Contractor does not make it, a credit equal to the charge for that service under Schedule B. This section does not limit the sections on damage to property, indemnification or termination, or any claim for bodily injury.

15. Pricing structure

15.1 **Pricing Method.** The Customer will pay for the Services by the following method (the "Pricing Method"): **[Pricing method: _____]**.

15.2 **Seasonal flat fee.** If the Pricing Method is a seasonal flat fee, the fee covers every Push and Cleanup Visit during the Season, and Ice Control to the extent Section 9.1 includes it, up to any cap stated in the section on season caps, fuel and material surcharges. Additional Services are billed separately.

15.3 **Per Push.** If the Pricing Method is per Push, each Push is billed at the rate in Schedule B for the Accumulation band measured at that Push. A Cleanup Visit is billed at the lowest per-Push rate. Ice Control is billed per application unless Section 9.1 includes it.

15.4 **Hourly.** If the Pricing Method is hourly, the Contractor bills the hourly rate in Schedule B for each piece of equipment and each worker, from arrival at the Property to departure, in 15-minute increments, subject to the minimum charge per visit in Schedule B.

15.5 **Total price.** The total price for the Season is **[Total price for the season, or estimate: _____]**, including all service charges and any interest or finance charges. For per-Push or hourly pricing this figure is the Contractor's good-faith estimate for a winter of average snowfall. It is not a cap or a guarantee, and the Customer pays for the Services actually provided.

15.6 **Sales tax.** The prices in this Agreement **[Sales tax in the prices ("include" or "do not include"): _____]** sales tax. Where they do not include it, any sales tax that applies to the Services is added to each invoice at the rate in effect when the Services are provided.

15.7 **Fixed prices.** The prices in this Agreement and Schedule B are fixed for the Season, except as the section on season caps, fuel and material surcharges allows.

16. Invoicing, payment and late charges

16.1 **Payment schedule.** If the Pricing Method is a seasonal flat fee, the Customer will pay it as follows: [When the seasonal fee is paid: _____]. Services billed per Push, by the hour or as Additional Services are invoiced [How often per-visit work is invoiced: _____]. Each invoice lists the date of each visit, the Services performed, the Accumulation measured and the charges.

16.2 **Due date and method.** Each invoice is due within [Days to pay an invoice: _____] days after its date. The Customer may pay by [Payment methods: _____].

16.3 **Deposits.** Any deposit or advance payment is credited against the price. It is subject to the Customer's right to cancel, where the section on the buyer's right to cancel applies, and to the refund rules in the section on termination.

16.4 **Late charges.** Any amount not paid within [Days after the due date before a late charge applies: _____] days after its due date bears a late charge of [Late charge: _____]. The late charge will never be more than the highest amount the law of the governing state allows. If that law allows only a lower amount, the lower amount applies.

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16.5 **Returned payments.** For a returned check or a reversed card or bank payment, the Customer will pay a fee of [Fee for a returned payment: _____], to the extent the governing law permits.

16.6 **Disputed invoices.** If the Customer disputes an invoice, it will tell the Contractor in writing within [Days to dispute an invoice: _____] days after receiving the invoice, stating which items it disputes and why. The Customer will pay the undisputed part on time. The Parties will try in good faith to settle the dispute within 15 days. No late charge accrues on an amount that is resolved in the Customer's favor.

16.7 **Collection costs.** The Customer will pay reasonable costs of collecting overdue amounts only to the extent the section on dispute resolution and the governing law allow.

17. Season caps, fuel and material surcharges

17.1 **Season cap.** If the Pricing Method is a seasonal flat fee, the fee covers the following number of Pushes or Snow Events: [Pushes or Snow Events covered by a seasonal fee: _____]. When that number is reached, the Contractor will tell the Customer in writing before it bills any further Push. Each further Push is billed at the per-Push rates in Schedule B.

17.2 **Extreme storm surcharge.** For any Snow Event in which the total Accumulation exceeds [Storm total that triggers the extreme storm surcharge: _____], the Customer will pay the extreme storm surcharge stated in Schedule B in addition to the regular price, because such storms need loaders, more passes and longer crew time.

17.3 **Fuel and material surcharge.** If the Contractor's cost of vehicle fuel or of de-icing salt rises by more than [Fuel or salt cost increase that allows a surcharge: _____] above its cost on the Effective Date, as shown by supplier invoices, the Contractor may add a surcharge equal to the documented cost increase attributable to the Customer's Services. The Contractor must first give the Customer at least [Days of notice before a surcharge applies: _____] days' written notice with the supporting figures. The surcharge applies only to Services provided after the notice period ends.

17.4 **Customer's right to end the Agreement.** If surcharges under Section 17.3 would raise the total price for the Season by more than [Total surcharge that lets the customer end the contract: _____], the Customer may end this Agreement by written notice without any penalty, and the refund rules in the section on termination apply.

18. Suspension for nonpayment

18.1 **Notice before suspension.** If any undisputed amount is more than [Days overdue before the contractor may warn of suspension: _____] days overdue, the Contractor may give the Customer written notice that it intends to suspend the Services. If the overdue amount is not paid within [Days to pay after a suspension warning: _____] days after the Customer receives the notice, the Contractor may suspend the Services.

18.2 **Effect of suspension.** During a suspension that complies with this section, the Contractor has no obligation to provide Services and is not responsible for snow or ice on the Property. The Customer is responsible for clearing and treating the Property during that time.

18.3 **Reinstatement.** When the overdue amount and any lawful late charges are paid, the Contractor will resume the Services from the next Snow Event. Pushes missed during a suspension are not credited

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against a seasonal flat fee.

18.4 **Other rights.** Suspension does not affect either Party's right to terminate this Agreement under the section on termination.

19. Weather, delays and force majeure

19.1 **Force majeure events.** Neither Party is liable for any delay or failure to perform, other than a failure to pay money, caused by an event beyond its reasonable control ("Force Majeure"). Force Majeure includes blizzards, snowfall faster than equipment can keep up with, ice storms, travel bans and other government orders, road closures, power outages, accidents involving the Contractor's vehicles that are not caused by its negligence, sudden equipment breakdown despite reasonable maintenance, shortages of fuel or de-icing materials, sudden loss of crew through illness or emergency, fire, flood, epidemics and acts of war or terrorism.

19.2 **Notice and resumption.** The affected Party will tell the other Party as soon as practical, use reasonable efforts to resume performance, and keep the other Party informed. The time for performance is extended by the period of the delay plus a reasonable time to catch up.

19.3 **Backup arrangements.** The Contractor will keep backup equipment, or arrangements with other contractors, where reasonably practical, so that a single equipment failure does not stop the Services.

19.4 **Adjustment of a seasonal fee.** A seasonal flat fee is not reduced because of delays caused by Force Majeure. However, if the Contractor fails to service [Missed storms before a seasonal fee is reduced: _____] or more entire Snow Events in the Season, for Force Majeure or any other reason, the seasonal fee is reduced by the lowest per-Push rate in Schedule B for each Snow Event that was not serviced at all. This adjustment does not limit any other remedy the Customer has for a breach.

20. Damage to property

20.1 **Contractor's responsibility.** The Contractor will repair, or pay the reasonable cost of repairing, damage to the Property, vehicles and other property that the Contractor, its workers or its subcontractors cause by negligence or willful misconduct while performing the Services. The Contractor may choose either to repair the damage itself in a good and workmanlike manner or to reimburse the Customer on the basis of a written estimate from a qualified repairer.

20.2 **Notice of damage.** The Customer will give the Contractor written notice of damage, with photos, within [Days to report damage after discovering it: _____] days after discovering it. Damage that was hidden by snow, such as damage to turf, edging or irrigation heads, must be reported no later than [Last date to report damage hidden by snow: _____]. Except for emergency repairs needed to make the Property safe, the Customer will give the Contractor a reasonable chance to inspect the damage before it is repaired.

20.3 **Exclusions.** The Contractor is not responsible for:

(a) damage to an object or feature hidden by snow that was not marked or disclosed as the section on site inspection requires;
(b) scraping of turf, soil or gravel at the edges of the Service Areas, and gravel pushed onto lawns, that result from normal plowing of unpaved or unmarked edges;
(c) the normal effects of the agreed de-icing materials, applied in reasonable amounts, on concrete,

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pavers, metal, vehicles, grass and plants;
(d) cracks, potholes, heaving, loose pavers and other wear that existed before the Services or that result from age, freezing and thawing or normal use;
(e) damage to objects left in the Service Areas contrary to the section on customer responsibilities; or
(f) damage caused by the Customer, its tenants, visitors or other contractors.

20.4 **Lawn repair.** Lawn damage for which the Contractor is responsible will be repaired with topsoil and seed in the spring, when ground conditions allow.

21. Limitation of liability

21.1 **No indirect damages.** To the extent permitted by law, neither Party is liable to the other for indirect, incidental, special, consequential or punitive damages, including lost profits, lost business or loss of use of the Property, arising out of this Agreement, even if it was told that such damages were possible.

21.2 **Cap.** To the extent permitted by law, the Contractor's total liability to the Customer for all claims arising out of the Services in a Season will not exceed the total fees paid and payable under this Agreement for that Season.

21.3 **Exceptions.** Sections 21.1 and 21.2 do not apply to (a) bodily injury or death; (b) damage caused by gross negligence, recklessness, willful misconduct or fraud; (c) obligations under the section on indemnification for claims by third parties; (d) amounts recoverable under insurance that this Agreement requires; (e) the Customer's obligation to pay for the Services; or (f) any liability that the governing law does not allow to be limited or excluded.

21.4 **Consumer rights.** Nothing in this Agreement limits any right that the law gives the Customer as a consumer and does not allow to be waived.

22. Insurance

22.1 **Contractor's insurance.** Throughout the Season, the Contractor will maintain, with insurers authorized to do business in the state where the Property is located:

(a) commercial general liability insurance, including completed operations, with limits of at least [General liability insurance limits: _____], under a policy that does not exclude snow plowing and ice control operations;
(b) commercial automobile liability insurance covering all owned, hired and non-owned vehicles used for the Services, including plow trucks, with limits of at least [Commercial auto insurance limit: _____];
(c) workers' compensation insurance as required by the law of the state where the Property is located, and employer's liability insurance where required; and
(d) umbrella or excess liability insurance, as follows: [Umbrella or excess insurance: _____].

22.2 **Additional insured.** On the Customer's written request, the Contractor will name the Customer, and its property manager if any, as an additional insured on its commercial general liability policy, where the insurer offers that endorsement. The Contractor may pass on any extra premium at cost.

22.3 **Certificates.** Before the first day of the Season, and whenever a policy renews, the Contractor will give the Customer certificates of insurance showing the coverage this section requires.

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22.4 **Cancellation of coverage.** The Contractor will give the Customer at least [Days of notice before insurance is cancelled or reduced: _____] days' written notice before any required policy is cancelled, not renewed or reduced, and will replace the coverage without a gap.

22.5 **Subcontractors.** The Contractor will require each subcontractor to carry insurance of the same types and limits, unless the Customer agrees in writing to lower limits.

22.6 **Customer's insurance.** The Customer will keep its own property insurance and premises liability insurance, such as homeowner's or commercial general liability insurance, for the Property. The Contractor's insurance does not replace the Customer's insurance for areas and times for which the Contractor is not responsible.

23. Indemnification

23.1 **By the Contractor.** The Contractor will indemnify, defend and hold harmless the Customer and its owners, officers, employees and property manager from and against all claims by third parties, and the resulting losses, damages, costs and reasonable attorney's fees, for bodily injury, death or property damage, to the extent caused by the negligence, willful misconduct or breach of this Agreement of the Contractor, its employees or its subcontractors.

23.2 **By the Customer.** The Customer will indemnify, defend and hold harmless the Contractor and its owners, officers and employees from and against all claims by third parties, and the resulting losses, damages, costs and reasonable attorney's fees, for bodily injury, death or property damage, to the extent caused by the negligence, willful misconduct or breach of this Agreement of the Customer, its household members, tenants, employees, guests or other contractors, including any failure to perform the duties in the section on customer responsibilities.

23.3 **Limits of the Contractor's indemnity.** The Contractor has no duty to indemnify the Customer for (a) snow, ice or other conditions in areas that are not Service Areas; (b) work that the Contractor was not engaged to perform, or that the Customer instructed it not to perform; (c) conditions that arise after a visit and before the Contractor was due or asked to return, unless caused by the Contractor's negligence; (d) the Customer's own acts or omissions; or (e) any period of suspension that complies with the section on suspension for nonpayment.

23.4 **Shared fault.** Where both Parties contribute to a loss, each Party's obligation under this section is limited to its own share of fault.

23.5 **State law.** Some states restrict hold-harmless and indemnity clauses in snow and ice contracts. This section applies only to the extent permitted by the law of the state where the Property is located, and is narrowed to the extent needed to comply with that law. Nothing in this Agreement prohibits the Contractor from mitigating a specific snow, ice or other mixed-precipitation event or risk on the Service Areas.

23.6 **Procedure.** A Party seeking indemnity will give the other Party prompt written notice of the claim. A delay in notice releases the indemnifying Party only to the extent the delay harms its defense. The indemnifying Party will control the defense with counsel reasonably acceptable to the other Party, who will cooperate at the indemnifying Party's expense. The indemnifying Party will not settle a claim in a way that admits fault by, or imposes an obligation on, the other Party without that Party's written consent.

23.7 **Survival.** This section survives the end of this Agreement for claims arising from events during the

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Season.

24. Independent contractor, personnel and subcontractors

24.1 **Relationship.** The Contractor is an independent contractor. It controls the means, methods, sequence, crews and equipment used to perform the Services, subject only to the results this Agreement requires. Nothing in this Agreement creates an employment relationship, partnership, joint venture or agency between the Parties.

24.2 **Equipment and other customers.** The Contractor supplies all vehicles, equipment, fuel and tools, and all materials unless this Agreement says otherwise. The Contractor may provide services to other customers.

24.3 **Wages and taxes.** The Contractor is solely responsible for the wages, benefits, payroll taxes, income taxes and workers' compensation of its workers, and for its own taxes. The Customer will not withhold taxes from payments to the Contractor.

24.4 **Tax forms.** If the Customer pays the Contractor in the course of the Customer's trade or business, the Contractor will give the Customer a completed IRS Form W-9 before the first payment, and the Customer will file any Form 1099-NEC that IRS rules require. Payments that the Customer makes for a personal residence are personal payments.

24.5 **Personnel.** The Contractor will use trained workers who hold the driver's licenses that their work requires, who behave courteously on the Property and who follow applicable safety rules. The Contractor will remove from the Property any worker to whom the Customer reasonably objects for safety or conduct reasons.

24.6 **Subcontractors.** The Contractor may use subcontractors to perform part of the Services. The Contractor remains responsible for their work, insurance and compliance with this Agreement as if it were its own, and will give the Customer the names of subcontractors working at the Property on request.

25. Compliance with laws and permits

25.1 **Laws.** The Contractor will comply with all laws, ordinances and regulations that apply to the Services, including traffic and vehicle laws, ordinances on snow placement and dumping, environmental rules on the storage and use of de-icing materials, and wage, hour and workplace safety laws.

25.2 **Licenses and permits.** The Contractor confirms that it holds every business license and registration that the state and locality require for its work, and will obtain any permit that the Services require, including permits for hauling or for work in the street. The Customer will obtain any permit that the law requires the property owner to hold.

25.3 **Sidewalk ordinances.** Unless the public sidewalk is a Service Area, the Customer remains responsible to the local government for any duty to clear it. If the public sidewalk is a Service Area, the Contractor will reimburse the Customer for any fine imposed because the Contractor failed to meet the agreed Response Time for the sidewalk, except where the failure was caused by Force Majeure or by the Customer.

25.4 **Door-to-door sales laws.** Nothing in this Agreement relieves the Contractor of its duty to comply with state and local laws on door-to-door sales, which apply in addition to the federal rule described in

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the section on the buyer's right to cancel.

26. Renewal

26.1 **No automatic renewal.** This Agreement does not renew automatically. It ends at the end of the Season unless the Parties renew it under this section.

26.2 **Renewal offer.** The Contractor may send the Customer a written renewal offer at least [Days before the next season for a renewal offer: _____] days before the next Season begins, stating the proposed price and any changed terms. This Agreement is renewed for the next Season only if both Parties sign a renewal form or a new agreement.

26.3 **If the Parties later agree to automatic renewal.** Any automatic renewal must be agreed in a separate signed writing that states the renewal period and price. The Contractor will then send the Customer a written reminder with the new price at least [Days before an automatic renewal for the reminder: _____] days before each renewal, and will give the Customer a simple way to opt out. If an automatically renewing contract is sold online, the Contractor will clearly and conspicuously disclose all material terms before obtaining the Customer's billing information, obtain the Customer's express informed consent before charging, and provide a simple way to stop recurring charges.

27. Termination

27.1 **Termination for breach.** Either Party may terminate this Agreement by written notice if the other Party materially breaches it and does not cure the breach within [Days to cure a breach after written notice: _____] days after receiving written notice describing it. Where the breach is a missed Push or other failure that affects safety during a Snow Event, the cure period is [Hours to cure a missed visit during a storm: _____] hours.

27.2 **Termination for convenience.** The Customer may terminate this Agreement for any reason by giving [Days of notice for the customer to end the contract for any reason: _____] days' written notice. The Contractor may terminate this Agreement for convenience only before the Season begins, by giving at least [Days of notice for the contractor to end the contract before the season: _____] days' written notice.

27.3 **Other grounds.** Either Party may terminate this Agreement immediately by written notice if the other Party becomes insolvent or files for bankruptcy. The Customer may terminate immediately by written notice if insurance that this Agreement requires lapses. The Contractor may terminate by written notice if a suspension under the section on suspension for nonpayment lasts more than 30 days.

27.4 **Refund of a prepaid seasonal fee.** If this Agreement ends before the end of the Season for any reason other than the Customer's uncured breach, the Contractor will refund the unearned part of any prepaid seasonal fee, calculated as follows: [How the unearned part of a prepaid fee is calculated: _____]. The refund is paid within [Days to pay a refund after the contract ends: _____] days after the termination date. If the Agreement ends because of the Customer's uncured breach, the unearned part is calculated in the same way, less the amounts the Customer owes under this Agreement.

27.5 **Final invoice.** Within 30 days after termination, the Contractor will send a final invoice for the Services provided up to the termination date, any Additional Services and the removal of markers.

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Amounts owed by each Party are set off against each other.

27.6 **Survival.** The sections on payment, damage to property, limitation of liability, insurance (for claims arising during the Season), indemnification, service records, dispute resolution, notices and governing law survive the end of this Agreement.

27.7 **Right to cancel not affected.** No term of this Agreement, including any deposit or "non-refundable" term, limits the Customer's right to cancel under the section on the buyer's right to cancel. A cancellation within that period is governed by that section and the Notice of Cancellation.

28. Customer reviews and photos

28.1 **Freedom to review.** The Customer may post honest reviews, ratings, photos and comments about the Contractor and the Services in any forum. Nothing in this Agreement prohibits or restricts such reviews, imposes a fee or penalty for them, or requires the Customer to transfer any intellectual property rights in review content.

28.2 **No paid reviews.** The Contractor will not offer the Customer any discount, credit, refund or other incentive that depends on a review expressing a particular opinion. The Contractor may invite all customers to leave a review regardless of what they say.

28.3 **No threats.** The Contractor will not use unfounded legal threats, physical threats, intimidation or false public accusations to prevent a review or to have one removed.

28.4 **Defamation claims.** This section does not affect either Party's rights in a claim for defamation, libel, slander or a similar cause of action.

28.5 **Photos of the Property.** The Contractor may photograph the Property for service records, measurement, damage claims and safety. The Contractor will use photos of the Property for marketing, such as on its website, in social media or in advertising, only with the Customer's separate written consent, which the Customer may withdraw for future use at any time.

29. Dispute resolution

29.1 **Negotiation.** A Party that has a dispute under this Agreement will give the other Party written notice describing it. The Parties will meet or talk in good faith within [Days to meet and try to settle a dispute: _____] days after the notice to try to resolve it.

29.2 **Small claims court.** Either Party may bring a claim that falls within the limit of the small claims court for the county where the Property is located at any time, without first using arbitration.

29.3 **Arbitration.** The Parties **[Arbitration ("agree" or "do not agree"): _____]** to resolve by binding arbitration any dispute that is not resolved by negotiation or in small claims court. Where the Parties have agreed to arbitrate: (a) the arbitration is governed by the Federal Arbitration Act; (b) it is held before a single neutral arbitrator in the county where the Property is located or by video; (c) where the Customer is a consumer, the Contractor pays the arbitration fees that exceed the filing fee the Customer would pay to bring the claim in court; (d) the arbitrator may award any individual relief that a court could award; and (e) either Party may ask a court for urgent interim relief.

29.4 **Courts.** Any dispute that is not resolved by negotiation, small claims court or agreed arbitration will be decided by the state courts for [County where the property is located: _____], [State

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where the property is located: _____], and the Parties submit to their jurisdiction.

29.5 **Attorney's fees.** [Rule on attorney's fees: _____], to the extent the governing law permits.

29.6 **Performance during a dispute.** During a dispute the Contractor will continue to provide the Services and the Customer will continue to pay all undisputed amounts, unless this Agreement has been terminated or suspended under its terms.

30. Notices

30.1 **Formal notices.** Notices of breach, termination, suspension, damage, disputes and insurance changes, and any other notice that this Agreement requires to be in writing, must be delivered by hand, sent by first-class or certified mail, or sent by email to the addresses in the section on parties, or to another address a Party designates by notice.

30.2 **When notice is effective.** A notice is effective when delivered by hand; three Business Days after mailing by first-class mail; when signed for, if sent by certified mail; and when sent by email, unless the sender receives a delivery failure message. An email sent after 5:00 p.m. local time at the Property is effective on the next Business Day.

30.3 **Operational messages.** Service requests, scheduling, approvals of hauling and similar day-to-day messages may be given by telephone, text message or email to the contacts in the section on parties. They are not formal notices, except where this Agreement says that a text message or email is enough.

30.4 **Cancellation notices.** A notice of cancellation under the section on the buyer's right to cancel may be given as the Notice of Cancellation describes and is not subject to this section.

31. Assignment

31.1 **Consent required.** Neither Party may assign this Agreement without the other Party's prior written consent, which may not be unreasonably withheld. The Contractor may, however, assign this Agreement to a buyer of all or substantially all of its snow removal business who assumes this Agreement in writing, after written notice to the Customer. The Customer may assign this Agreement to a buyer of the Property with the Contractor's consent, which may not be unreasonably withheld.

31.2 **Customer's payment obligation.** Where the section on the buyer's right to cancel applies, the Contractor will not sell, transfer or assign any note or other evidence of the Customer's debt under this Agreement to a finance company or other third party before midnight of the fifth Business Day after the day this Agreement was signed.

31.3 **Successors.** This Agreement binds and benefits the Parties and their permitted successors and assigns.

32. Entire agreement, amendment and waiver

32.1 **Entire agreement.** This Agreement, including Schedules A and B and any signed change orders, is the entire agreement between the Parties about the Services. It replaces all earlier proposals, estimates and discussions about them.

32.2 **Amendments.** This Agreement may be amended only in a writing signed by both Parties. An order

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for Additional Services, or an approval that this Agreement allows by text message or email, is valid for that one service only and does not amend this Agreement.

32.3 **No waiver.** A Party does not waive a right by delay, by conduct or by accepting a late payment. A waiver is effective only in writing, and a waiver of one breach is not a waiver of any other breach.

32.4 **Order of precedence.** If the body of this Agreement and a Schedule conflict, the body of this Agreement prevails, except that Schedule B governs the rates.

33. Severability

33.1 If a court or arbitrator finds any provision of this Agreement invalid or unenforceable, that provision is reformed to the minimum extent needed to make it enforceable, or severed if it cannot be reformed, and the rest of this Agreement remains in full force.

33.2 In particular, if a limitation of liability or an indemnity in this Agreement is wider than the governing law allows, it applies to the fullest extent that law allows.

34. Counterparts and electronic signatures

34.1 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original and all of which together are one agreement. A signed copy delivered by email as a PDF or similar file has the same effect as a signed original.

34.2 **Electronic signatures and records.** The Parties may sign this Agreement, and any notice or change order under it, electronically. An electronic signature, contract or record under this Agreement may not be denied legal effect, validity or enforceability solely because it is in electronic form.

34.3 **Consumer consent to electronic delivery.** Where a law requires information to be given to the Customer in writing, including the Notice of Cancellation, the Contractor may give it only electronically if the Customer has affirmatively consented to electronic delivery and has not withdrawn that consent. Before the Customer consents, the Contractor will give the disclosures that federal law requires, including how the Customer may obtain a paper copy on request and whether a fee applies. Otherwise the Contractor will give the Customer paper copies. The Customer may obtain a paper copy of this Agreement at any time for the following charge: [Charge for a paper copy of the contract: _____].

35. Governing law

35.1 This Agreement is governed by the laws of the State of **[State where the property is located: _____]**, where the Property is located, without regard to its conflict-of-laws rules, and by applicable federal law, including the Federal Arbitration Act where the Parties have agreed to arbitrate.

36. Buyer's right to cancel

36.1 **When this section applies.** This section **[Three-day rule ("applies" or "does not apply"): _____]** to this Agreement. It applies, and the attached Notice of Cancellation must be completed and given, where (a) the Customer buys the Services primarily for personal, family or household purposes; (b) the Contractor or its representative made the sale at the Customer's home or at another place that is not the Contractor's place of business, such as a home show or other temporary

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location; and (c) the total price, including all interest and service charges, is $25 or more for a sale at the Customer's home or $130 or more for a sale at another such place. It does not apply to a sale negotiated and completed entirely by mail or telephone, with no other contact between the Parties before the Services begin.

36.2 **Contractor's duties at signing.** Where this section applies, the Contractor will, when the Customer signs: (a) tell the Customer orally about the right to cancel; (b) give the Customer a fully completed copy of this Agreement; and (c) give the Customer two completed copies of the Notice of Cancellation, showing the Contractor's name and business address, the date of this transaction, and the last date for cancellation, which may not be earlier than the third Business Day after the date of this transaction.

36.3 **Language.** This Agreement and the Notice of Cancellation are written in [Language of the sales presentation: _____], the language principally used in the oral sales presentation.

36.4 **Refund.** If the Customer cancels in time, the Contractor will refund all payments made under this Agreement within 10 Business Days after it receives the Customer's notice of cancellation.

36.5 **No waiver.** Nothing in this Agreement waives the Customer's right to cancel, and this Agreement contains no confession of judgment. The Contractor will not misrepresent the Customer's right to cancel in any way.

36.6 **Other laws.** State and local door-to-door sales laws may give the Customer additional rights, and those rights also apply.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the dates below.

CUSTOMER: [Customer's full name or company name: _____]
By (signature):
Printed name: [Name of the person signing for the Customer: _____]
Title (if signing for an organization): [Signer's title, if signing for an organization: _____]
Date: [Date the contract is signed: _____]

The Customer acknowledges receiving a fully completed copy of this Agreement, including Schedules A and B, and, where the section on the buyer's right to cancel applies, two completed copies of the Notice of Cancellation.
Customer's initials:

CONTRACTOR: [Contractor's full legal business name: _____]
By (signature):
Printed name: [Name of the person signing for the Contractor: _____]
Title: [Title of the person signing for the Contractor: _____]
Date: [Date the contract is signed: _____]

SCHEDULE A: SITE MAP AND SERVICE AREAS

Property: [Address of the property to be cleared: _____]

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1. Site map. The Parties attach to this Schedule a sketch, survey or aerial image of the Property, initialed by both Parties, that shows the Service Areas, the Priority Areas, the stacking areas, the location for measuring Accumulation, the markers and the hazards listed below.

2. Checklist of areas (circle one for each line)
Driveway and apron: Included / Excluded
Garage approach and turnaround: Included / Excluded
Parking lot and drive lanes: Included / Excluded
Fire lanes and emergency access routes: Included / Excluded
Loading docks and dumpster pads: Included / Excluded
Accessible parking spaces and access aisles: Included / Excluded
Front walk and other paths: Included / Excluded
Steps, stoops and landings: Included / Excluded
Ramps: Included / Excluded
Public sidewalk: Included / Excluded
Areas around fire hydrants: Included / Excluded
Sidewalk ramps and curb cuts: Included / Excluded
Mailbox approach: Included / Excluded
Windrow at the driveway entrance: Included / Excluded
Decks, patios and balconies: Included / Excluded
Roof areas: Included / Excluded

3. Priority Areas: [Order in which areas are cleared: _____]

4. Stacking areas: [Where snow may be piled: _____]

5. Hazards and markers: [Hazards and markers on the property: _____]

6. Walk-through. The pre-season walk-through was completed on [Date of the pre-season walk-through: _____].
Customer's initials:
Contractor's initials:

SCHEDULE B: RATE SHEET

These rates apply to the Season from [First day of the season: _____] through [Last day of the season: _____]. They **[Sales tax in the prices ("include" or "do not include"): _____]** sales tax.

1. Per-Push rates (by Accumulation measured at the time of the Push)
From the Trigger Depth up to 4 inches: [Rate per Push, Trigger Depth to 4 inches: _____]
More than 4 inches up to 8 inches: [Rate per Push, more than 4 to 8 inches: _____]
More than 8 inches up to 12 inches: [Rate per Push, more than 8 to 12 inches: _____]
Each additional 4 inches or part of 4 inches above 12 inches: [Rate for each extra 4 inches above 12 inches: _____]

2. Hourly rates
Truck with plow, including driver: [Hourly rate, truck with plow: _____]
Loader or skid steer, including operator: [Hourly rate, loader or skid steer: _____]

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Snow blower and hand shoveling, per worker: [Hourly rate per worker, blower and shoveling: _____]
Minimum charge per visit: [Minimum charge per visit: _____]

3. Ice Control
Standard material, per application to the Service Areas: [Ice control per application, standard material: _____]
Alternative product requested by the Customer, per application: [Ice control per application, alternative product: _____]
Scheduled refreeze check, per visit: [Refreeze check per visit: _____]

4. Other services
Relocating snow on the Property or hauling it away: [Rate for moving or hauling snow: _____]
Roof, deck and balcony clearing and icicle removal: [Rate for roof and deck clearing: _____]
Emergency or off-route call: [Emergency or off-route call charge: _____]
Extreme storm surcharge, for a Snow Event with total Accumulation above [Storm total that triggers the extreme storm surcharge: _____]: [Extreme storm surcharge: _____]
Snow stakes and markers: [Charge for snow stakes and markers: _____]

NOTICE OF CANCELLATION

[Date the contract is signed: _____]
(Date)

You may CANCEL this transaction, without any Penalty or Obligation, within THREE BUSINESS DAYS from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within TEN BUSINESS DAYS following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this Cancellation Notice or any other written notice, or send a telegram, to [Contractor's full legal business name: _____], at [Contractor's business address: _____] NOT LATER THAN MIDNIGHT OF [Last day to cancel under the three-day rule: _____].

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Buyer's signature)

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