

Snow Removal Contract

The services provided at the Address as stated on the front of this form must be in accordance to the scope of the work detailed and priced on the **Snow Removal Contract** which is attached hereto and forms part of this Snow Removal Service Contract.

1. **Additional work** required by the Client or proposed by the Contractor which is not specified on the Snow Removal Schedule shall be quoted for separately and when completed added to the invoice.

2. **Payment.** The Customer agrees to pay the Contractor on a per Job basis as detailed and priced on the **Residential Driveway Snow Plowing Program** which is attached hereto and forms part of this Contract.

2.1. **Method of Payment.** The Customer agrees to make payment to the Contractor when invoiced. Payment method is provided on page one of contract.

3. Obligations of the Contractor

3.1. The Contractor shall provide all labor, equipment and supplies required to perform the services and undertakes to properly maintain all equipment so that work is performed timeously and to a professional standard.

3.2. The Contractor shall carry insurance and have valid licenses as may be required by law to perform the services as outlined in this agreement.

3.3. If services cannot be carried out by the Contractor on any specified day, such a service shall be re-scheduled as soon as possible by mutual agreement. .

4. Obligations of the Client

4.1. The Client need not be present during service calls and hereby grants permission to the Contractor and shall facilitate entry to access the property on scheduled or otherwise agreed service days.

4.2. The Client shall be responsible for the removal of any objects e.g. vehicles, toys, furniture, pet waste, rubbish etc. that will hinder the Contractor in performing under this agreement.

4.3. The Client shall keep all pets secured inside a building or fenced area and shall keep people away from the Contractor's area of work for the safety of all parties concerned whilst the Contractor is performing services.

4.4. The Client shall notify the Contractor in writing of any structures, items, or areas to avoid whilst addressing snow removal. The Contractor reserves the right not to perform any services in close proximity to such structures, items, or areas.

4.5. The Client shall be responsible for the day-to-day care of their driveway when snow removal services do not apply as outlined on the snow removal schedule.

5. Liability

5.1. The Contractor shall not be held liable for damage to items on or below snow removal areas which are not clearly visible or marked such as cables, wires, pipes or sprinkler components.

5.2. The Contractor shall be liable for damage caused by willful negligence or improper operation of equipment. Liability shall be limited to the replacement value by the Contractor.

5.3. The Client shall not be liable for any damage to the Contractor's equipment or any injury or illness sustained by the Contractor and his/her employees or sub-contractors or a 3rd party in the performance of this service and the Client shall be indemnified against all claims arising from such damage or injury or illness.

5.4. The Contractor shall not be liable for the impact of City Plows upon the snow removal area.

6. Whole Agreement

This Snow Removal Contract and Snow Removal Services Schedule attached constitute the sole and entire Agreement between the parties in regard to the subject matter hereof and the parties waive the right to rely on any alleged expressed or implied provision not contained therein. Either party may terminate this Agreement in its entirety or amend the services detailed on the Snow Removal Services Schedule provided such termination or amendment is made in writing and submitted to the other party 14 days prior to taking effect.

7. Assignment

No party may assign any of its rights or delegate or assign any of its obligations in terms of this Snow Removal Contract without the prior written consent of the other party.

8. Governing Law

This Contract and Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Minnesota and should any provision of this Contract be judged by an appropriate court as invalid, it shall not affect any of the remaining provisions whatsoever.