

SNOW REMOVAL SERVICE AGREEMENT

This Snow Removal Service Agreement ("Agreement") is made on [date] between:

Client: [full legal name of property owner, manager or association], of [mailing address] ("Client"), and

Contractor: [business legal name], of [address] ("Contractor").

1. Property

Contractor will provide snow and ice services at [street address, city, state, ZIP] (the "Property"). The areas to be serviced, snow piling areas, and known obstacles are shown on the site map attached as Exhibit A.

2. Season

This Agreement covers the season from [start date] to [end date]. Snow events outside these dates are not covered unless both parties agree in writing.

3. Services

Contractor will provide the following services (tick all that apply):

- ☐ Plowing of driveway / parking lot / drive lanes as shown on Exhibit A
- ☐ Shoveling or snow blowing of walkways, steps and entrances: [list]
- ☐ Clearing around fire hydrants, dumpsters and loading docks: [list]
- ☐ De-icing (see Section 7)
- ☐ Snow relocation or hauling off site (billed under Section 6)
- ☐ Other: [describe]

Areas not listed are not included.

4. When Service Starts (Trigger Depth)

Contractor will begin service when snow accumulation at the Property reaches [number] inches.

Accumulation will be measured ☐ at the Property ☐ by the reported total at [named weather station or source].

Client may request service below the trigger depth by calling or texting [contact]. On-call visits are billed at [\$ amount] per visit.

5. Timing and Priority

- ☐ Contractor will clear the Property during the storm at intervals of about every [number] inches, and again after snowfall ends.
- ☐ Contractor will clear the Property once snowfall ends.

Service areas will be open by [time, e.g. 7:00 a.m.] on [days], or within [number] hours after snowfall ends, whichever is later. The Property is on Contractor's route as ☐ priority ☐ standard. Contractor will make reasonable efforts to meet these times but is not in breach if extreme conditions, road closures, or equipment breakdown cause a delay, as long as Contractor tells Client and services the Property as soon as reasonably possible.

6. Price

Choose one pricing model:

- ☐ **Per push.** [\$ amount] for each plowing visit, and [\$ amount] for each walkway clearing visit.
- ☐ **Per inch or per event by depth.**

Snowfall per event	Price
[2] to [4] inches	[\$]
[4.1] to [8] inches	[\$]
[8.1] to [12] inches	[\$]
Over [12] inches	[\$] per additional inch, or hourly at [\$]

An "event" is continuous snowfall with no break longer than [number] hours.

- ☐ **Seasonal.** A fixed fee of [\$ amount] for the season, paid in [number] installments of [\$ amount] due on [dates]. The seasonal fee covers up to [number] pushes (or up to [number] inches of total seasonal snowfall). After that, visits are billed at [\$ amount] each.

Extra services: snow hauling or relocation at [\$ amount] per hour or per load; on-call visits under Section 4.

7. De-icing

- ☐ De-icing is included in the price above.
- ☐ De-icing is billed at [\$ amount] per application, or [\$ amount] per [bag / pound / ton].
- ☐ No de-icing. Client is responsible for all ice treatment.

Material: ☐ rock salt ☐ treated salt ☐ sand and salt mix ☐ pet-safe or low-chloride product ☐ other: [describe]. Contractor will apply de-icer ☐ automatically after each plowing ☐ only when Client requests it ☐ when Contractor sees ice during a visit. Contractor will use no more material than reasonably needed.

8. Payment

Contractor will invoice ☐ after each event ☐ monthly ☐ as scheduled in Section 6. Invoices are due within [number] days. Late payments may be charged [percentage]% per month, if permitted by law. If payment is more than [number] days late, Contractor may pause service after giving Client written notice.

9. Client Responsibilities

Client will:

- mark curbs, islands, drains, sprinkler heads, landscaping and other obstacles with stakes or markers before [date], and show them on Exhibit A;
- move vehicles and objects from service areas when asked, where reasonably possible;
- tell Contractor promptly about any hazard, such as a damaged surface, a leaking gutter, or a downspout that drains onto a walkway;
- monitor the Property between Contractor's visits and contact Contractor if more service is needed; and
- keep gutters, downspouts and drains in good repair.

10. Property Damage

Contractor will use reasonable care. Client must report any damage Contractor caused within [number] days of the service visit when it happened, or for damage hidden by snow, within [number] days after the snow melts. Contractor will repair damage it caused, at its own cost, within a reasonable time. Damage to turf and planting beds from normal plowing along marked edges will be repaired in spring ☐ at Contractor's cost ☐ at [\$ amount] per hour. Contractor is not responsible for damage to unmarked objects hidden under snow, or for normal wear to pavement from plowing.

11. Ice, Refreezing and Injury Claims

Snow and ice conditions change constantly, and Contractor is on site only during service visits. Contractor is responsible for performing its services with reasonable care. Client is responsible for conditions that arise between visits, for refreezing and meltwater, and for any area or time Client did not ask Contractor to service.

Each party will defend and indemnify the other against claims for injury or damage to the extent caused by its own negligence or breach of this Agreement. Nothing in this Agreement limits the rights of any injured person under the law.

12. Insurance

Contractor will carry commercial general liability insurance of at least [\$ amount] per occurrence, commercial auto insurance on plowing vehicles, and workers' compensation as required by law. On request, Contractor will provide a certificate and name Client as additional insured ☐ yes ☐ no.

13. Right to Cancel (home sales)

If this Agreement is signed at the Client's home and the FTC Cooling-Off Rule or a state home solicitation law applies, Contractor will give Client the required notice of cancellation, and Client may cancel within the time that law allows.

14. Termination

Either party may end this Agreement with [number] days' written notice. Contractor may end it sooner if payment is more than [number] days late. On a seasonal contract, if the Agreement ends early, ☐ unpaid installments for services already performed are due, and any prepaid amount for future months is refunded ☐ other: [describe].

15. General Terms

Independent contractor. Contractor is an independent contractor and supplies its own equipment and crew.

Notices. Notices must be in writing and sent by hand, email or mail to the addresses above. For routine service requests, text or phone is fine.

Entire agreement. This Agreement and Exhibit A are the entire agreement.

Amendments. Changes must be in writing and signed by both parties.

Governing law. The laws of the State of [State] govern this Agreement.

Severability. If any part is found unenforceable, the rest stays in effect.

Counterparts and electronic signatures. The parties agree this agreement may be signed electronically and in counterparts, and an electronic signature has the same effect as a handwritten one.

Exhibit A: site map showing service areas, piling areas and marked obstacles.

Signatures

Client

Signature: _____

Name: [full name]

Date: [date]

Contractor

Signature: _____

Name: [full name]

Date: [date]