

A sample contract for snow plowing

The following is a sample contract that can be used with commercial/industrial clients.

Beware: it is only a sample,

covering some of the basic contingencies that historically have been forced upon contractors by fickle clients and bad weather conditions.

You may not be comfortable with some provisions. Your clients may not be comfortable with some provisions. So tailor this sample to fit

your individual situation. And, after devising your own version of this contract, please consult your attorney.

SNOW PLOWING CONTRACT

To: _____ Date: _____

Time Limit: This quotation is firm for _____ days.

Contact Person: _____ Project: _____

Location: _____

We propose to furnish labor and equipment to plow snow for the following areas:

(Describe areas by sketch and/or monuments)

(Areas not covered by proposal)

This bid is based upon a season price of \$_____. The season shall commence _____, 19____, and shall terminate _____, 19_____.

Snow plowing is to commence within a reasonable time after the accumulation reaches a minimum of ____ inches, but not before it ceases to fall. Snow depths in excess of ____ inches will be plowed at an additional charge of \$_____ per inch. Snow depths shall be determined by the official report of the National Bureau and General Weather Service.

If any equipment other than a snow plow, snow blower and snow shovel is required to clear snow from the area to be plowed (i.e. front end loader, dump truck, etc.), an hourly rate of \$_____ per man shall be charged to the customer, along with any other costs incurred, including rental fees for such equipment. Work involving the use of extra equipment as described above shall be performed within a reasonable period of time upon completion of the contractor's regularly scheduled route.

If the customer so elects that his/her place of business should be plowed before business hours, and a snowfall necessitates an additional plowing, the customer will be charged \$_____ for the addi-

tional plowing. If the customer elects to have additional plowings, please initial here: _____.

Drifted snow in excess of _____ inches will be plowed at the additional charge of \$_____ per time.

Due to variables of temperature, compaction, winds, drifting, piling, etc., it is impossible to guarantee removal to the bare pavement.

It is the duty of the customer to afford access to the subject premises at all times, and the contractor shall not be responsible for failure to perform plowing services when access is denied or unavailable. Furthermore, the contractor shall not be responsible for any delay in rendering services occasioned by the customer's failure to grant access to the designated premises.

Reports of damages must be reported to the contractor within twenty-four (24) hours. Failure to report the damages constitutes a waiver, and the contractor is released from liability.

This written contract may be cancelled by either party with thirty (30) days advance written notice to the other party. Delinquent payments will be due on their due date. Failure to pay on the due date will relieve the contractor from any further liability to plow.

Unpaid balances will be assessed at a charge at the rate of one and

one-half percent (1.5%) per month on the unpaid balance.

The contractor shall not be held responsible or liable for any accidents resulting in injuries due to falls on the customer's property due to weather conditions for any except employees of the contractor.

The contractor will not be responsible for sod damaged by salty snow from streets or by snow piled next to roadways. Also, the contractor cannot be held responsible for scratches or scrapes in asphalt or asphalt curbs. The contractor cannot assume liability for any salt or calcium chloride damage to concrete or wood.

It is the duty of the customer to clear the designated areas of all movable obstacles including, but not limited to, automobiles, trailers, trash dumpsters, etc. Furthermore, any object which remains will be left in place and plowed around, and contractor shall be held harmless for any damage resulting to such obstacles unless the damage shall result from the grossly negligent or intentional conduct of the contractor, its employees, agents or servants.

DISCLAIMER:

The owner of the property is presumed to know his property boundaries. The owner will clearly stake or instruct the contractor to stake the areas to be plowed. In the event the areas staked are erroneous, the owner agrees to defend and hold harmless the contractor for any and all trespasses that may result from the owner's failure to properly stake his property. The owners agrees to pay the contractor's attorney fees in defense of the trespass claim.

The season snow plowing price does not include salt or calcium chloride application. Failure to salt or apply calcium chloride may result in unusually slippery conditions which may cause injury to persons or property. Salt will be applied at an additional charge of \$_____ per ton. Calcium chloride will be applied at an additional charge of \$_____ per ton.

If customer wishes salt and calcium chloride to be applied after each snowfall, please initial this box. The amount of salt and calcium chloride to be applied will be at the contractor's discretion.

If customer does not want salt applications, please initial this box.

If customer does not want calcium chloride applications, please initial this box.

The customer acknowledges that the real property is adequately insured for torf claims.

The customer agrees to defend and hold the contractor harmless from any and all liability, including attorney fees, which the contractor may accrue resulting from the contractor's work on the customer's property.

TERMS AND CONDITIONS:

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to the date of this agreement.

Unless specifically stated, sidewalk snow removal is not part of quoted rate. Quoted rate does not include front-end loader services.

Accounts that are past due will not be plowed until the account is brought up to date. The customer understands and accepts the fact that delays in payments made to the contractor may result in appropriate legal action being taken to collect monies owed.

If court litigation is begun, the customer agrees to pay the contractor's reasonable attorney fees.

This contract shall be binding inure to the benefit of the parties and their heirs, executors, administrators and assigns.

The customer understands that plowing (or salting) of a particular location may continue to prevail even after plowing (or application of salt). The customer understands that the contractor assumes no liability for this naturally occurring condition. The customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

If sidewalk snow removal is selected as an option: The customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind-chill factors below 0 degrees Fahrenheit. The customer understands that the contractor reserves the right to stop working in these severe conditions so as not to force unsafe working conditions upon its employees.

This contract may be paid in three (3) installments. The first installment shall be fifty (50) percent of the contract price and is due on or before _____, 19____. The second installment of twenty-five (25) percent is due _____, 19____. The third and final installment is due _____, 19____. Failure to make timely installments terminates the contract and relieves the contractor from any further liability to plow the snow.

CUSTOMER ACCEPTANCE AND WORK

AUTHORIZATION:

The above quotation is accepted as written, and you are hereby authorized to proceed with the work:

By _____ Date: _____

APPROVAL:

This proposal will not be binding upon the contractor until the signed acceptance has been received by the contractor with a minimum payment of fifty percent (50%) of the contract price.

By: _____

Title: _____

Dated: _____

Thank you for using our service!