



Snow Removal Contract 2011/2012 Season

I _____ (hereafter known as “representative”) represent the property(s) at the address(s) or described as _____ (hereafter known as “the property.”) agree to pay Peachtree Landscaping the quoted price for the following services:

Service Provided:

Snow plow (Truck with spreader) \$75 per hour. initial _____ \$ _____
 Salt Property- Initial _____ \$75 per hour base charge for **labor + salt (pavement only)**
 Initial _____ \$25 per bag event for **salt (pavement only)**
 Sidewalk Machine- Initial _____ \$37.50 per hour charge for **machine including labor (concrete only)**
 Initial: _____ Available as needed. Initial: _____ only performed when requested

Upon the following terms:

1. **Scope of Snow Plowing:** Peachtree Landscaping will plow when 2” of snow has accumulated. This is measured by the contractor at the pavement, not to include drifts. Depending on the time of the snowfall, we attempt to service customers by 7:00 AM or 5:00 PM. often times roadway snow plows fill driveways aprons with excess snow after driveways have been cleared. If this causes a hazard or inconvenience, kindly contact us and we will attempt to clear this within a reasonably agreed upon time frame.
2. **Scope of De-icing:** De-icing materials of the Contractor’s choice will be applied to driveway/ parking lot, walkway, stairway and handicap access ramp areas at the discretion of the Contractor. The decision as to when and how much material is to be applied is based on many factors including but not limited to: current ground temperature, current weather forecasts from the national weather service and future weather prediction. Customer is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an “Act of God” and the contractor assumes no liability as such.
3. **Turf Repair.** In the event that the contractor damages any turf by snow plowing, the contractor will re-seed the damaged turf in the spring season during the snow and ice maintenance program season in which the turf damage occurred.
4. **Property Damage.** The owner will report, in writing, any property damage caused by the contractor within 48 hours. The contractor will repair any timely and properly reported property damage in the spring season during the snow and ice management program season in which the property damage occurred. Notwithstanding anything herein to the contrary, the contractor will have no obligation, and the owner waives any damages for any property damage not timely and properly reported.
5. **Limitation of Liability:** The contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However, the contractor is not responsible for any: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible. C) Damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation. D) Personal injuries resulting from slip and fall accidents; and/or E) Acts of God, including but not limited to extraordinary weather conditions.
6. **“Event” Defined.** Any 24 hour period immediately following completion of plowing, or first plow if new customer.

Small Residential Driveway” Defined. Any driveway no larger than 2 car widths wide and three car widths

7. **Limitation of Liability:** The contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However, the contractor is not responsible for any: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible. C) Damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation. D) Personal injuries resulting from slip and fall accidents; and/or E) Acts of God, including but not limited to extraordinary weather conditions.
8. **“Event” Defined.** Any 24 hour period immediately following completion of plowing, or first plow if new customer.
9. **Small Residential Driveway” Defined.** Any driveway no larger than 2 car widths wide and three car widths in length
10. **Indemnification.** The owner shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys’ fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the...

premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

11. **Life of Agreement:** This agreement is valid from the date it is signed until June 30, 2012

12. **Payment:** For per visit agreements – Payment due at time of service.

- **Checks must be made out to Peachtree Landscaping.**
- Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%. Peachtree Landscaping reserves the right to suspend service when payments become more than 10 days past due. This agreement price has been negotiated and agreed upon based on the customer's driveway/ parking lot as it exists on the agreement date. In the event the customer adds additional areas, driveways, and/or paths that are suitable for snow plowing, shoveling and/or de-icing services Peachtree Landscaping shall not be responsible for the care or maintenance of such additional improvements without a written change order.
- A service charge of \$35.00 will be charged for any returned check.
- Purchasers will be responsible for all costs of collection, including without limitation, Court costs and reasonable attorneys fee's in the event that it becomes necessary for Peachtree Landscaping to resort to legal measures to collect any amount owed under this agreement.

13. **Hazards:** Customer is aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. Peachtree Landscaping assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

14. **Provision for Default and Cancellation:** Either party may terminate this agreement at any time with a 10 day advance written notice. Cancellation date will be the day such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the customer within 30 days after notification for balance due. There will be No Refunds issued for unused time or services set forth by this agreement.

Additional Comments:

1. Customer will be out of town and wants snow plowed at end of storm. Plowing prices represent snow depth in driveway as determined by Contractor at the time of plowing.
2. Customer or their representative will contact Peachtree Landscaping to request De-icing when needed. De-icing agent will only be applied when requested.
3. Customers billing address is:

I have read and understand this document and attached disclaimer and agree to abide by the terms listed and hereby enter into contract with Peachtree Landscaping for the purposes listed above.

_____/____/20____
Property Representative day/month/year

_____/____/20____
Property Representative day/month/year

Disclaimer

Peachtree Landscaping will not plow or sand/salt within 3 feet from any parked vehicles, equipment or other obstructions in parking lots, drives or other areas being cleared. Please attempt to move obstructions prior to our services being completed. Peachtree Landscaping is not liable for damage to pavement or other surfaces contracted for plowing of snow. Damage can occur but we will make every effort to avoid this. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, Peachtree Landscaping is not responsible for these accumulations that cannot be removed but will do our best to remove them.

Representative is responsible for boundary markers or flags (Peachtree will provide for a nominal charge). Customers must make arrangements with Peachtree Landscaping regarding piling of snow after snow event. **Removal of snow piles is not available through Peachtree Landscaping; please contact a snow REMOVAL CONTRACTOR for this.**

Remember, icy or slippery conditions may exist even after work is completed. Peachtree Landscaping is not responsible however, for any death, injury, loss or damage of or to persons or property by reason of non-performance of our obligations in our agreement. You also agree to waive any right of subrogation against us by reason of same.

Late payments will be assessed a 15% late charge if not received within 10 days after Billing Due date. Returned checks will be assessed a \$35 fee and overdue bills may be turned over to a collection agency.

NOTES: _____

_____/____/20____
Property Representative day/month/year