

SNOW REMOVAL SERVICE CONTRACT

I. THE PARTIES

This Snow Removal Service Contract ("Agreement") made on _____, 20____
("Effective Date"), is by and between:

Service Provider: _____
Mailing Address: _____
City of _____, State of _____
Phone: _____ Email: _____
("Service Provider"),

AND

Client: _____
Mailing Address: _____
City of _____, State of _____
Phone: _____ Email: _____
("Client"),

Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties.

II. TERM

The term of this Agreement shall commence on _____, 20____ and terminate: (check one)

- ☐ **At-Will:** Written notice of at least _____ days' notice.
- ☐ **End Date:** On _____, 20____.
- ☐ **Seasonal:** For the winter season ending _____, 20____.
- ☐ **Other:** _____

III. THE PROPERTY

The Service shall be provided at the following address:

Property Address: _____
City of _____, State of _____ ("Property")

Property Type: (check one)

- ☐ Residential
- ☐ Commercial
- ☐ Multi-Family
- ☐ Other: _____

IV. THE SERVICES

The Service Provider agrees to provide the following snow removal services (check all that apply):

- ☐ **Snowplowing Driveways**
- ☐ **Snowplowing Parking Lots**
- ☐ **Shoveling Walkways**
- ☐ **Shoveling Sidewalks**
- ☐ **Apply De-Icing/Salt to Requested Areas**
- ☐ **Removing Snow from Roof**
- ☐ **Snow Hauling and Relocation**
- ☐ **Other:** _____

Hereinafter known as the "Service".

Specific Areas to be Serviced:

Service Provider shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities while providing the Service.

V. SNOW EVENT TRIGGER

A "Snow Event" is defined as a weather condition that triggers the Service Provider to perform snow removal services. The Snow Event trigger for this Agreement is: (check one)

- ☐ **Accumulation Trigger:** Snow accumulation of _____ inches or more within a 24-hour period
- ☐ **Per Client Request:** Services will be performed upon written or verbal request by Client
- ☐ **Automatic Service:** Service Provider will determine when services are needed
- ☐ **Other:** _____

VI. RESPONSE TIME

Upon occurrence of a Snow Event, the Service Provider agrees to commence services within:

- ☐ 2 hours
- ☐ 4 hours
- ☐ 8 hours
- ☐ 12 hours
- ☐ 24 hours
- ☐ Other: _____

Priority Level: (for commercial clients)

- ☐ Priority 1 (must be cleared first)
- ☐ Priority 2 (cleared second)

- ☐ Priority 3 (cleared third)
- ☐ Standard service

VII. PAYMENT AMOUNT

The Client agrees to pay the Service Provider the following compensation for the Service performed under this Agreement: (check one)

- ☐ **Hourly Rate:** \$_____ / Hour (equipment and labor included)
- ☐ **Per Job/Per Snow Event:** \$_____ per occurrence
 - A "Job" or "Event" is defined as: _____
 - ☐ **Per Inch:** \$_____ per inch of snowfall
 - ☐ **Seasonal Flat Rate:** \$_____ for the entire season
 - ☐ **Monthly Retainer:** \$_____ per month (unlimited service)
 - ☐ **Other:** _____

Hereinafter known as the "Payment Amount".

Additional Fees:

- De-icing/Salt application: \$_____ per application or included ☐
- Snow hauling/relocation: \$_____ per load or included ☐
- After-hours service: \$_____ or included ☐
- Emergency service: \$_____ or included ☐

VIII. PAYMENT METHOD

The Client shall pay the Payment Amount: (check one)

- ☐ **When Invoiced** (due within _____ days of invoice date)
- ☐ **Upon Completion** of each service
- ☐ **Daily**
- ☐ **Weekly**
- ☐ **Bi-Weekly**
- ☐ **Monthly**
- ☐ **Seasonally** (paid in advance)
- ☐ **Other:** _____

Hereinafter known as the "Payment Method". The Payment Amount and Payment Method collectively shall be referred to as "Compensation".

Late Payment: A late fee of _____% per month will be assessed on balances over _____ days past due.

IX. RETAINER

The Client is: (check one)

- ☐ **To pay a retainer** in the amount of \$_____ to the Service Provider as an advance on future Services to be provided ("Retainer"). (check one)

☐ Retainer is Refundable

☐ Retainer is Non-Refundable

☐ **Not required** to pay a retainer before the Service Provider is able to commence work.

X. INSURANCE AND LIABILITY

a.) Insurance Requirements. Service Provider agrees to maintain the following insurance coverage for the duration of this Agreement:

- Commercial General Liability Insurance: Minimum \$ _____
- Workers' Compensation Insurance: As required by state law
- Vehicle Insurance: Minimum \$ _____

Service Provider agrees to name Client as "additional insured" on their commercial liability policy. A certificate of insurance shall be provided to Client upon request.

b.) Limitation of Liability. Service Provider shall not be liable for:

- Damage to unmarked obstacles, fixtures, or landscaping features hidden beneath snow or ice
- Damage to sprinkler systems, lighting, or other underground utilities not properly marked
- Pre-existing damage to pavement, curbs, or property structures
- Damage caused by snow or ice accumulation after service has been completed
- Delays or inability to perform services due to extreme weather conditions, equipment failure, or circumstances beyond the Service Provider's control

c.) Indemnification. Client agrees to indemnify and hold Service Provider harmless against any and all claims of loss or damage arising from this Agreement, except in cases of willful misconduct or gross negligence by Service Provider, their employees, or approved subcontractors.

XI. INSPECTION OF SERVICES

Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider within _____ hours of service completion, at which time the Service Provider shall promptly correct such work within a reasonable time at no additional charge.

XII. CLIENT RESPONSIBILITIES

Client agrees to:

- Ensure all areas to be serviced are accessible and free of vehicles, trash cans, and other movable obstacles
- Mark all hidden obstacles, including but not limited to fire hydrants, lawn ornaments, sprinkler heads, and landscape lighting

- Provide adequate outdoor lighting for nighttime operations
- Notify Service Provider of any changes to property layout or access
- Provide a safe parking area for Service Provider's equipment when on property

Access: Client grants Service Provider access to the Property for snow removal purposes even when Client is not present. Service Provider is authorized to enter the Property when a Snow Event occurs.

XIII. RETURN OF PROPERTY

Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, access cards, gate remotes, keys, or any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client or a deduction of \$_____ from final payment.

XIV. TIME IS OF THE ESSENCE

Service Provider acknowledges that time is of the essence in regard to the performance of all Services. Prompt snow removal is critical for safety and accessibility.

XV. WEATHER CONTINGENCIES

Service Provider shall not be held liable for delays or inability to perform services due to:

- Extreme weather conditions (blizzards, ice storms, whiteout conditions)
- Road closures or travel bans issued by authorities
- Equipment failure due to extreme cold or mechanical issues
- Acts of God or circumstances beyond Service Provider's reasonable control

Service Provider will make reasonable efforts to notify Client of any anticipated delays.

XVI. CONFIDENTIALITY

Service Provider acknowledges and agrees that all financial and accounting records, security codes, access information, and any other data and information related to the Client's business or property is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of access cards, keys, gate codes, and other property-related documentation shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) No Release. Service Provider agrees that the termination of this Agreement shall not release them from the obligations in this Section.

XVII. TAXES

Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations. In addition, Service Provider shall pay all applicable sales or use taxes on the labor provided and materials furnished or otherwise required by law in connection with the Services performed.

XVIII. INDEPENDENT CONTRACTOR STATUS

Service Provider acknowledges that they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIX. SAFETY

Service Provider shall, at their own expense, be solely responsible for protecting its employees, subcontractors, material suppliers, and all other persons from risk of death, injury or bodily harm arising from or in any way related to the Services or the site where it is being performed ("Work Site"). In addition, Service Provider agrees to act in accordance with the rules and regulations administered by federal law and OSHA. Service Provider shall be solely responsible and liable for any penalties, fines, or fees incurred.

XX. ALCOHOL AND DRUGS

Service Provider agrees that the presence of alcohol and drugs are prohibited on the Work Site and while performing their Services. If the Service Provider or any of their agents, employees, or subcontractors are determined to be present or with alcohol or drugs in their possession, this Agreement shall terminate immediately.

XXI. SUBCONTRACTING

Service Provider: (check one)

- ☐ **May subcontract** work covered by this Agreement with prior written approval from Client
- ☐ **May not subcontract** any work covered by this Agreement
- ☐ **May freely subcontract** without prior approval

If subcontracting is permitted, Service Provider remains fully responsible for all work performed by subcontractors.

XXII. PROPERTY DAMAGE

Service Provider shall take reasonable care to avoid damage to Client's property. However, Client acknowledges that some surface damage may occur during normal snow removal operations, including:

- Minor scraping or scuffing of paved surfaces
- Displacement of gravel or loose materials
- Damage to grass or landscaping adjacent to cleared areas

Service Provider shall notify Client of any significant damage within _____ hours of occurrence.

XXIII. COMMUNICATION

Primary method of communication between Parties: (check one)

- ☐ Phone call
- ☐ Text message
- ☐ Email
- ☐ Mobile app
- ☐ Other: _____

Emergency contact for Service Provider: _____

Emergency contact for Client: _____

XXIV. SUCCESSORS AND ASSIGNS

The provisions of this Agreement shall be binding upon and inured to the benefit of heirs, personal representatives, successors, and assigns of the Parties. Any provision hereof which imposes upon the Service Provider or Client an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the Service Provider or Client.

XXV. DEFAULT

In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XXVI. NO WAIVER

No waiver of any provision of this Agreement shall be deemed or shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

XXVII. GOVERNING LAW

This Agreement shall be governed by and shall be construed in accordance with the laws in the State where the Property is located.

XXVIII. SEVERABILITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XXIX. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing their obligations under this Agreement if such failure or delay is due to causes beyond their reasonable control, including but not limited to acts of God, war, strikes, equipment failures, or government restrictions.

XXX. ADDITIONAL TERMS & CONDITIONS

XXXI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

SIGNATURES

By signing below, both Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

CLIENT'S SIGNATURE

Signature: _____ Date: _____

Print Name: _____

SERVICE PROVIDER'S SIGNATURE

Signature: _____ Date: _____

Print Name: _____