

# **SNOW MANAGEMENT AGREEMENT PROVISIONS**

## **A. STANDARD CONDITIONS AND PROVISIONS 3**

1. Owner understands and agrees that the work to be performed by Contractor is the plowing of snow on the property and, unless otherwise specifically provided for on Page 2, Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for the removal of ice from the property.
2. Owner understands and agrees that the work to be performed by Contractor involves the plowing of snow and, as such, reasonably close areas must be made available for the pushing of the snow. If conditions are such that relocation on the site or removal of the snow from the site is necessary, Owner shall agree to such relocation or removal as an extra charge.
3. Contractor will begin snow plowing operations as soon as possible after the snow stops falling but in no case later than six (6) hours after the snowfall has stopped.
4. In the event any portion of the property is inaccessible due to parked vehicles, refuse containers, or any other cause or obstacle beyond the control of Contractor such that Contractor is unable to perform the work to that portion of the property, Contractor shall be relieved from responsibility for performing the work to that portion of the property. Upon the request of Owner, Contractor will return to perform the work in those areas which had been inaccessible at a separate charge.
5. Contractor is not responsible for the accumulation of blowing and drifting snow, and after site has been plowed, Contractor is not responsible for snow pushed back onto the property by city or other independent snow plowing operations. Upon the request of Owner, Contractor will plow these areas for an additional charge.
6. Contractor shall act as an independent contractor. Contractor shall employ and direct such personnel as it requires to perform services, shall secure any and all permits that may be required in order to perform the services herein contemplated and shall comply with all federal, state, county and municipal laws, ordinances, rules and regulations.
7. Contractor shall not be liable to Owner for any damage to Owner's property, personal injuries or other liability arising out of acts outside of Contractor's control including but not limited to, vandalism, flood, fire, wind, hail, rain, snow, freezing, lack of salt availability, or other natural causes or acts of persons other than Contractor's employees or agents. The Contractor shall not be held responsible or liable for any accidents resulting in injuries due to slips or falls on owners property for any person except employees of the contractor. Contractor shall also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of the application of salt, calcium chloride, or other de-icing agents, nor for damage done by plowing blade to concrete, asphalt or other surface to be plowed, or to adjoining turf or plant material.

8. Neither party shall be liable to the other for damages by reason of any delay in completion of the work hereunder due to causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, of the public enemy, or of government, fires, floods, epidemics, quarantine restrictions, strikes, and unusually severe weather.

9. If Owner shall stop Contractor from performing any work under this Agreement, except in compliance with Section B hereof, Owner shall be liable to Contractor for all damages sustained by Contractor as a result of such stoppage.

10. Any written notice required herein shall be sent to the other party by United States mail, certified and postage paid.

11. Owner shall pay and discharge all costs and expenses including reasonable attorney's fees, which shall be incurred or expended by Contractor to collect any sums due from Owner and to otherwise enforce the provisions of the Agreement.

12. Contractor shall have and enjoy such lien rights against Owner's premise as the law of the state in which Owner's property is located, give to persons performing the same or similar services as Contractor.

13. If this contract as stated in the description of services includes salt or salting services, then since the price of salt is subject to change based on market conditions, the Contractor reserves the right to charge and Owner agrees to pay additional charges above what is stated in the compensation section for rate increases in the price of salt. These additional charges will be based on the current salt rates paid by the Contractor. Also, if Contractor is unable to acquire sufficient salt due to market shortages, then Contractor is allowed to use sand or another salt substitute if available and/or the contractor is relieved of any obligations in the Contract pertaining to salt application.

## **B. INSURANCE COVERAGES**

14. Contractor shall, at its sole expense and for the period of this Agreement, carry and maintain, in full force and effect, general liability & automobile liability insurance for bodily injury property damage in the amount of \$1,000,000.00, statutory Workman's Compensation Insurance, and Commercial Umbrella liability of \$5,000,000.00.

15. Contractor agrees to indemnify and save harmless Owner against liability, damage, loss, claims, demands, and actions, including personal injury, death, or property damage, arising out of any act by, or negligence of Contractor, its employees, or agents, while engaged in the performance of the services described in this Agreement, and for which Contractor is legally held responsible. Owner shall hold contractor harmless for any and all liability due to slips, falls, sliding, and skidding, and any other accidents or personal injuries that may occur due to winter season hazards, snow and icy conditions. Contractor shall have no liability for any consequential or indirect damages as a result of any act or omission of contractor.

16. Upon request, Contractor shall furnish Owner with a copy of the certificate of Insurance showing that the above insurance is in force and effect, stating policy numbers, effective dates, expiration dates and limits of liability there under. Contractor agrees that nothing contained in this paragraph shall limit or release Contractor from its obligations otherwise provided for in this Agreement, including assumption of liabilities and indemnification's to Owner. Contractor's insurance coverage shall not be reduced or canceled without twenty (20) days notice to Owner.

### **C. CANCELLATION**

17. In the event Owner fails to pay Contractor as provided herein, Contractor may terminate the agreement and the services and work described herein upon notice to Owner. In the event of such termination, Contractor shall promptly remove all material provided under this contractor and all of Contractor's equipment from Owner's premises. After such termination, Contractor shall have no further obligation to Owner to provide the services or perform the work herein described, provided, however, that termination by Contractor shall not affect any remedy or remedies for payment or otherwise to which Contractor is legally entitled.

18. In the event that Contractor fails to provide the services or perform the work herein described, Owner shall have the right to terminate this agreement effective thirty (30) days after Contractor's receipt of Owner's written notice to terminate. Such notice shall specify the work or services not performed by Contractor. Upon termination, Contractor shall promptly remove all material provided under this agreement and all of Contractor's equipment from Owner's premises, provided, however, that termination by Owner shall not affect Contractor's right to payment for services rendered prior to termination.