

Owner Name  
Business Address  
City, State, Zip

Business Name  
Business email  
Business phone #

## SNOW PLOWING CONTRACT FOR 2021-2022 SEASON

Nov 1, 2021 - April 15 2022

Thank you for hiring me for your snow plowing this year!

Please call, text or email me if you have ANY questions.

**This contract will go into effect once I receive a signed copy. If you choose to do the Seasonal Price make sure you send your payment with the signed contract.**

### CUSTOMER INFORMATION (please fill out)

Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Plowing Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ City, State, ZIP: \_\_\_\_\_  
Billing: Email [or] Regular Mail (circle one) Email Address: \_\_\_\_\_

### PRICING (PICK ONE - Check the box for either **Per Push Price** OR **Seasonal Price**)

More information about plow pricing can be found on our website [www.yourwebsite.com](http://www.yourwebsite.com)

☐ **Per Push Price** \$ \_\_\_\_\_ +8% NYS sales tax = \$ \_\_\_\_\_

For Per Push Price there is no payment due now. You will be billed at the end of each month.

**Send back one signed copy of this contract by November 1.**

**-OR-**

☐ **Seasonal Price** \$ \_\_\_\_\_ (As an incentive to choose the Seasonal Price, Business Name is covering the sales tax, essentially giving an 8% discount!)

**If you picked Seasonal Price, please choose ONE of the following payment options.  
Send your payment along with one signed copy of this contract by November 1.**

☐ Two HALF payments of \$ \_\_\_\_\_ This amount is DUE NOW\*\*  
\*\*A bill will be sent out in January for the 2nd half

[OR]

☐ One FULL payment of \$ \_\_\_\_\_ This amount is DUE NOW

## Terms and Conditions

- **Trigger Depth:** Contractor will plow when approximately **2 inches or more** of snow has accumulated. Contractor reserves the right to use best discretion as to when plowing is needed. Depending on the time of snowfall, we attempt to service customers by 7am and/or 5pm unless otherwise specified in the notes.
- Contractor will install **marker stakes** along Customer's driveway to help protect the lawn and other property from plow damage and to prevent damage to equipment unless otherwise specified in the notes. Customer agrees not to remove these stakes as they are the property of the Contractor. Contractor will return at the end of the season to collect stakes and repair major lawn damage and remove gravel from the yard (if applicable)
- Contractor will stay approximately 12" away from all vehicles, buildings and obstructions. We will get as close as we safely can. It is the Customer's responsibility to keep the driveway and adjacent areas clear of all debris. Depressions in driveway and packed snow from driving or foot traffic will not be completely removed by the plow. Contractor is not responsible for these accumulations that cannot be removed.
- Contractor will clear in front of the mailbox (if applicable) with one swipe.
- Salting, sanding and shoveling are **not included** in the contract unless specified in the *additional notes* section. Surfaces may be slippery after plowing and Contractor assumes no liability for such instances. If you are unable to perform these tasks on your own please contact us directly if you wish to have us perform these additional services.
- If the snow banks or snow totals exceed the amount that can be managed by a snowplow there may be a need for additional heavy equipment. This is **not included** in the price and will be billed separately. It is up to the Contractor to use best judgment as to when these additional services are needed and will only be used if necessary.
- Contractor shall carry liability, auto and snowplow insurance for the duration of the contract.

### **Payment Information:**

- Payments must be made by Cash or Check.
- **Payments due upon receipt.** This legal term means that payments are due **immediately**.
- **Past due payments will incur a 2% per month late fee, 24% annum.** Contractor reserves the right to suspend service when payments become overdue.
- 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, or paths that are suitable for plowing, Contractor will not be responsible for the care or maintenance of such additional improvements without a written change order.
- **Returned checks** will incur a \$30 service charge.
- Purchasers will be responsible for all costs of collection, including without limitation, court costs and reasonable attorney's fees in the event that it becomes necessary for Business Name to resort to legal measures to collect any amount owed under this agreement

**Property Damage:** Reports of any real or personal property damage caused by the contractor must be reported within 24 hours. The contractor will repair any timely and properly reported property damage in the spring. Failure to report the damages constitutes a waiver and the contractor is released from liability and the Customer will hold the Contractor harmless from any liability.

**Limitation of Liability:** Contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However the contractor is not responsible for any:

- Damage to landscaping caused by piling of snow
- Damage to items that are snow covered or not visible

- Damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation
- Personal injuries resulting from slip and fall accidents and/or
- Acts of God, including but not limited to extraordinary weather conditions

**Hold Harmless Agreement:** To the fullest extent permitted by law, Customer agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees and volunteers and others working on behalf of Contractor against any and all claims, demands, suits or loss, including all costs therewith, and for any damages asserted, claimed or recovered against or from the corporation, its elected officials, employees, volunteers or others working on behalf of Contractor, by reason of personal injury, including bodily injury and/or death and/or property damage, including the loss of use thereof, which arises out of or is in any way connected or associated with this contract.

**Provision for Default and Cancellation:** Either party may terminate this agreement at any time with a 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. No refunds issued for unused time or services set forth by this agreement.

If any of the aforesaid provisions or any other provision of this Contract shall be unenforceable or declared invalid or void, the provision shall be deemed eliminated and of no force and effect and the balance of this Contract shall continue in full force and effect.

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**Additional Notes:**

I have read and understand this contract and agree to abide by the terms listed and hereby enter into contract with Business Name for the purposes listed above.

**★ Contract goes into effect once the Contractor receives one signed copy.**

**\*\*\*If you choose Seasonal Price, remember to send your payment with the signed contract!\*\*\***

**Send Contracts and Payments to:**

**Business Name**

**Business Address**

**City, State, Zip**

**Customer**

**Sign:**\_\_\_\_\_ **Print:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Contractor**

**Sign:**\_\_\_\_\_ **Print:**\_\_\_\_\_ **Date:**\_\_\_\_\_