

Company Name
Address
City, State, Zip

Owner Name
Cell # (xxx) xxx-xxxx
Email address

SNOW PLOWING CONTRACT FOR 2022-2023 SEASON
Plowing coverage dates: Nov 1, 2022 - April 30, 2023

CUSTOMER INFORMATION (please fill out)

Name: _____ Phone #: _____
Plowing Address: _____ City, State, ZIP: _____
Billing Address: _____ City, State, ZIP: _____
Email Address: _____ Paperless Email Billing (check one): ☐ Yes ☐ No

Seasonal Price: \$ _____ plus 8% NYS Sales Tax = **Total Price** \$ _____

Payment Plans: Please choose ONE of the following payment plans (check one)

- ☐ **1 payment of \$ _____ . This amount is due now.**
- ☐ **2 payments of \$ _____ . This amount is due now. You will be billed in January for the second payment.**
- ☐ **Other: ____ payments of \$ _____ . If you would like to split it up into more than 2 payments please contact me as soon as possible before sending back the contract, and we can discuss other options.**

Payment Options (check one)

- ☐ **Cash:** Do not send cash in the mail. Contact me to arrange payment. Send back one signed copy of this contract.
- ☐ **Check:** Send a check for the amount you chose in the payment plan above along with one signed copy of this contract.
- ☐ **Electronic:** No payment due now. Send back one signed copy of this contract. I will email your invoice with the amount you selected above under payment plans. Electronic payment options include Credit Card, Debit Card, ACH Bank Transfer, Apple Pay, Venmo, Paypal.

Terms & Conditions

- **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, the Contractor will not be responsible for the care or maintenance of such additional areas 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 Borsellino Home Services to resort to legal measures to collect any amount owed under this agreement.
- **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.
- **Fall Prep Work:** Contractor will trim tree branches and shrubs that stick into the driveway to prevent damage to equipment.
- **Marker Stakes:** Contractor will provide and install reflective 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 and removal of the stakes may result in damage to property. Contractor will return at the end of the season to collect stakes.
- **Spring cleanup:** At the end of the season Contractor will repair lawn damage and remove gravel from grass (if applicable).
- Contractor will stay approximately 12" away from all vehicles, buildings and obstructions and will get as close as safely possible. 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 on the road with one swipe (if applicable).

- 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 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.
- **Insurance:** Contractor shall carry liability, auto and snowplow insurance for the duration of the contract.
- **Property Damage:** Reports of any real or personal property damage caused by the Contractor must be reported within 24 hours of being noticed by either the Customer or the Contractor. 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 and other property. 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.
- Damage caused by Customer moving and/or removing reflective marker stakes.
- 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 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. Contractor is not obligated to issue refunds for services not rendered and will assess this on a case by case basis.

Severability: 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.

Additional Notes:

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

Send payment (if applicable) and signed contract before October 31, 2022 to

Business Name

Address

City, State, Zip

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.

Customer

Sign:

Print:

Date:

Contractor

Sign:

Print:

Date: