**Sample Snow Removal Contract**

**(Should be Reviewed and Approved by Legal Counsel)**

This snow removal contract (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Owner”), acting by and through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Agent”), its Managing Agent, whose address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and, (“Contractor”)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Property Name and Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contractor’s Taxpayer ID:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Commencement Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Termination Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Scope of services.** Contractor shall perform these services for Owner, automatically and without need for any request (the “Services”): salt all drive lanes, fire lanes, parking areas and sidewalks on the Property shown on Exhibit C attached hereto upon start of snow or ice accumulation. Rock salt shall be used in drive lanes, fire lanes and parking lots; calcium chloride shall be used on concrete sidewalks. Plow drive lanes, fire lanes and parking lots and plow or shovel sidewalks and paved courtyards once two (2) inches of snow or ice accumulate. Snow removal shall be pursuant to the Snow Removal Guidelines attached as Exhibit A. Contractor’s unit prices for materials and hourly rates for equipment are attached as Exhibit D.
2. **Term.** The term of this Agreement starts on the Commencement Date set forth above and, unless sooner terminated, ends on the Termination Date set forth above. Owner shall have the right, in its sole discretion, to terminate this Agreement on five (5) days’ prior written notice to Contractor, and Contractor shall be paid for its Services to the effective date of termination. If the Property is sold or conveyed to a new owner, Owner may either assign this Agreement or terminate it without any penalty, fee, cost or payment.
3. **Payment.** Contractor shall submit a “time and materials” monthly invoice to Agent at the address set forth above for the amounts properly due under this Agreement. Subject to the conditions for payment and limitations on liability set forth herein,, Agent shall pay Contractor, but only from funds of Owner held by agent, within thirty (30) days after Agent’s receipt of an invoice. Invoices shall include a detailed, itemized statement of all charges for which payment is sought, specifying for each date Services were rendered the amount of materials used and the unit price charged therefor, and the start and stop times for each piece of snow removal equipment used and its applicable hourly rate. If Agent contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.
4. **Performance.** Contractor shall perform all Services diligently and in good, professional and first class manner, using good quality materials, equipment and workmanship and sufficient trained personnel (including supervisors when appropriate) to complete the Services in a safe and timely manner which does not unduly interfere with the operation of the Property, the businesses therein and their suppliers. Contractor shall obtain and maintain, at its expense and at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Services.
5. **Independent Contractor.** Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of Owner or Agent. Contractor, and not Owner or Agent, shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Contractor agrees that neither Owner nor Agent shall be liable for any loss of or damage to Contractor’s materials or equipment located on the Property.
6. **No Subcontracting or Assignment by Contractor.** Contractor shall not engage subcontractors to perform Services without Agent’s prior written consent. This is a personal service contract with Contractor, and as such is not assignable by Contractor, but may be assigned by Owner upon the sale or conveyance of the Property. No references in this Agreement, including in its exhibits, to subcontractors shall be construed to authorize their use without Agent’s prior written consent.
7. **Insurance.** Throughout the term of this Agreement, Contractor shall maintain insurance in accordance with the requirements set forth separately on **Exhibit B** attached hereto (for convenient delivery to Contractor’s insurance agent). Contractor shall deliver to Agent a certificate of insurance evidencing that all such coverages are in full force and effect before starting to perform Services, and if Contractor’s insurance shall expire or terminate before the Termination Date, Contractor shall deliver a new certificate of insurance evidencing the new policies of insurance not less than ten (10) days before the new policies go into effect.
8. **Indemnification.** To the fullest extent permitted by law Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless Owner, Agent, and their respective principals, agents, affiliates, stockholders, directors, partners, members, officers, managers, employees, trustees and beneficiaries (collectively, the “Indemnified Parties”) from and against any loss, expense, liability, damage or cost (including without limitation, judgments, attorney’s fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property (including but not limited to, damage to buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the Property or equipment used in connection therewith), including the loss of use thereof or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.
9. **Default and Remedies.** If Contractor fails to perform the Services as required by this Agreement on, otherwise defaults under this Agreement, Agent, on behalf of Owner, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided if no further payments are due to Contractor then Contractor shall, immediately on presentation of Agent’s invoice, reimburse Agent or Owner for the cost of curing Contractor’s default and such direct or consequential damages.
10. **Exculpation of Agent and Owner.** Contractor acknowledges that Agent is acting solely as the managing agent for Owner and shall not be personally responsible for the payments due by Owner and/or performance by Owner of its obligations hereunder. Contractor agrees to look solely to Owner’s interest in the Property for such payment and performance and further agrees that no manager, director, member, partner, shareholder, officer, trustee, employee or agent of Owner shall be liable to Contractor beyond such interest.
11. **Notices.** Any notice by Contractor to Agent or Owner shall be sent or delivered in writing to Agent at the address first set forth above, and any notice by Agent to Contractor shall be sent or delivered in writing to Contractor by fax to the “Fax#” set forth above or by overnight courier service or certified mail, return receipt requested, to the “Contractor’s Address” set forth above.
12. **Time is of the Essence.** All time limits in this Agreement and any exhibits hereto are of the essence of this Agreement.
13. **Miscellaneous.** No failure of Agent or Owner to enforce the terms of this Agreement shall constitute a waiver by Agent or Owner of any contractual right under this Agreement. This Agreement may only be modified by a writing signed by Agent and Contractor. The rights and duties arising under this Agreement shall be governed by the law of the state in which the Property is located. Any action against Contractor shall be brought in the state courts of the jurisdiction where the Property is located, but any action against Agent shall be brought in the Circuit Court of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If any action is brought to enforce this Agreement, the prevailing party may recover from the other party its reasonable attorneys’ fees and costs in connection with such action.

CONTRACTOR: OWNER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (print Contractor’s name) (print Owner’s name)

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, its Managing Agent (print Agent’s name)

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBITS ATTACHED:

Exhibit A: Snow Removal Guidelines

Exhibit B: Insurance Requirements

Exhibit C: Plan of the Property

Exhibit D: Contractor’s Unit Prices and Hourly Rates