

### Snow Removal Contract

This Snow Removal Contract is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_ (the Company) and \_\_\_\_\_, (the Contractor). This contract applies to the following Property Address: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ and any additional locations included as appendix hereto.

The contract term commences on \_\_\_\_\_ and terminates on \_\_\_\_\_

#### **1. SCOPE OF SERVICES – The Work.**

The Contractor shall perform the following services for the Company, at the location identified as "Property Address" above, automatically and without the need for any request

- Salt with calcium chloride all drive lanes, fire lanes, parking areas, sidewalks, steps and paved surfaces at the start of snow or ice accumulation.

- Plow all drive lanes, fire lanes and parking lots and plow or shovel sidewalks and paved areas once two (2) inches of snow or ice has accumulated.

All services shall be provided according to the following provisions:

- The Contractor will provide its own employees, equipment and supplies necessary to complete the services described and comply with all federal, state and local governmental laws, regulations, codes and ordinances. All work will be completed in a workmanlike manner consistent with customary industry practices.
- Contractor shall spread calcium chloride on concrete walkways as calcium chloride will not harm concrete and landscaping.
- For snowfalls of between 2 and 6 inches, all snow shall be plowed away from the buildings and pushed to the farthest end of the parking lot. No snow shall be piled up and stacked around light posts, or onto islands or landscaping.
- For snowfalls of more than 6 inches in depth, all snow shall be plowed away from the buildings . With the Company's consent, Contractor may layer snow to each island or light post, which will be removed at no additional cost. Contractor will relocate snow that has accumulated during the term, if such accumulation begins to impair access to the property entrance, fire lanes, interior roadways or designated parking stalls.
- Contractor shall return during the day to plow vacant parking stalls, if a majority of parking stalls are still occupied the contractor will return the next day before 9 a.m. to plow as many stalls as possible.
- All fire hydrants must be kept free from snow and easily accessible in case of emergency.
- Contractor shall not create drifts in front of dumpster areas, fire lanes, entrances, on sidewalks or blocking walkways. Contractor will remove all contractors created drifts at no cost.
- The contractor will contact the Company's contact person in the event the property cannot be completely plowed within four (4) (adjust according to the property size) hours after snow or ice has stopped falling.
- Contractor is responsible for any damage to the property arising out of services provided by Contractor to Company.

## 2. INSURANCE COVERAGE

As a condition of providing services to the Company (from time to time referred to herein as “us” or “we”), the Contractor (from time to time referred to herein in as “you”) we require that you provide and keep in full force and effect during the term of the Agreement the following insurance coverage rated at least A- X by AM Best Company:

1. **Commercial General Liability** – Provided with each occurrence of \$1,000,000 and Aggregate Limits of \$2,000,000. Any deductible must be approved by Company.
2. **Automobile Liability** - (including hired/non-owned autos) with a Combined Single Limit of \$1,000,000
3. **Workers Compensation** - statutory as required by law
4. **Umbrella/Excess Liability** - not less than \$1,000,000 Per Occurrence and Aggregate.

The Commercial General Liability, Automobile Liability and Umbrella Liability policy must be written on an occurrence basis and must be endorsed as follows:

The Company (as defined herein) together with its subsidiaries, related entities, its clients, and/or the Building Owner along with any employees, agents and authorized representatives are named as an **Additional Insured for both ongoing (CG 2010) and completed operations (CG 2037).**

**All Contractor policies must be endorsed primary and non-contributory with or in excess of any coverage which the Company may carry, and evidence of such must be provided.**

Prior to beginning work under the Agreement, you are to provide evidencing of the above coverages satisfactory to Company with the Additional Insured endorsement(s) attached thereto. It is the responsibility of Contractor to maintain these insurances in full force and effect during the term of the contract. Failure to do so will be considered a material breach and Company has the right to withhold payment or cure default in any other means it sees appropriate in its sole discretion.

The Company shall have no liability or other obligation for any insurance, endorsements or other protection required in this contract, including premiums and other charges.

## 3. RELATED PROVISIONS.

### 3.1 Indemnification and hold harmless agreement

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless Company, our officers, agents and employees, authorized representatives, tenants and customers, from and against any claims or demands (including costs, expenses and reasonable attorney’s fees on account thereof), just or unjust, that may be made: (i) by anyone for injuries to persons or damage to property (including theft) alleged to arise out of or resulting from the provisioning of goods or services to the Company, or from acts or omissions of persons furnished by you or your subcontractor(s) or persons under your or your subcontractor(s)’ supervision or control; and, (ii) by persons furnished by you or your subcontractors(s) under Workers Compensation or similar acts, and regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The indemnification and hold harmless obligations of this Section 3.1 survive the expiration or other termination of the Agreement.

### 3.2 Waiver of Subrogation

You waive all rights against us and our customers, consultants, subcontractors, agents and employees, for damages to the extent such damages are covered by the proceeds of the insurance required by this Agreement. If the policies of insurance referred to in this Agreement require an endorsement to provide for continued coverage where there is a waiver of subrogation, you shall cause them to be so endorsed.

**3.3 Persons you furnish**

All persons furnished by you shall be considered your employees or agents, and you shall be responsible for payment of all unemployment, social security and other payroll taxes, including contributions from them when required by law. Specifically, all subcontractors performing work at your discretion shall be required by you to comply with all terms and conditions of this Agreement.

**3.4 Consequences of default**

If you fail to either provide the insurance coverage required in this Agreement or to continue such insurance in full force and effect, we may terminate the Agreement. Should we terminate the Agreement as a result of your failure to either provide the insurance coverages required or to keep them in full force and effect, we shall be relieved of all obligations to you. Such termination of the Agreement by us shall not relieve you of your obligations under the Agreement and this Agreement.

**3.5 Standard of Work and Warranties**

As the Contractor, you agree to represent and warrant that the work will be performed with the highest level of skill and care, your employees are properly trained and equipped to handle the Work, and that you or any subcontractor expressly assumes the risk of loss or injury that may result from the Work. Further, you will be responsible for compliance with all federal, state and local safety, traffic, fire, health and environmental protection laws, rules and regulations. Additionally, you must also require that subcontractors supply evidence that they maintain insurance consistent with the requirements of the Agreement and this Agreement.

**4. INDEPENDENT CONTRACTOR**

You shall, for all purposes, be deemed an independent contractor, rather than an agent of the Company, and You agree that You shall not hold itself out to third parties other than as an independent contractor

The Contractor agrees that any costs, charges or fees that the Company shall incurs as a result of your non-compliance with the terms of this Agreement shall be borne by Contractor and the Company is permitted to deduct such charges and fees from amount otherwise payable to Contractor.

**BY: CONTRACTOR**

\_\_\_\_\_ Title \_\_\_\_\_  
Printed name of authorized Contractor representative

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

**BY: COMPANY**

\_\_\_\_\_ Title \_\_\_\_\_  
Printed name of authorized Company representative

\_\_\_\_\_ Date \_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness