**Emergency Snow Plow / Blow Agreement (Winter 2017)**

***One time service Agreement***

Date

Date:  **Type: Residential**

Dear:

**Selena’s Landscape, Design & Tree Service** hereby proposes to supply labor and equipment necessary to perform snow plowing, shoveling, blowing &/or sanding & salting services as outlined in this contract.

#### **Parties**

This Agreement is made and entered into this \_\_\_\_\_ day, in the Month of: \_\_\_\_\_\_, by and between, “**Client’s Full Name”**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as Customer), and “**Selena’s Landscape, Design & Tree Service** (Hereinafter referred to as Contractor) for snow maintenance services at the following location(s) (Hereinafter referred to as Property)

In consideration of the mutual promises contained herein, Contractor agrees to perform the following work:

##### **Scope of Work**

**Selena’s Landscape, Design & Tree Service** hereby proposes to supply labor and equipment necessary to perform snow plowing, shoveling, blowing &/or sanding & salting services:

 **General Conditions**

1. Snow plowing, shoveling and or blowing operations to commence when two inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence within one hour of **Customer's request**, or if agreed upon in writing in advance, within a reasonable time from. A separate charge for this service applies. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations at the Property. Customer understands that snow accumulations may vary throughout Penna, and that accumulations in one section of Penna. are not necessarily indicative of the accumulations at the Property. Customer maintains the responsibility for monitoring and inspecting premises.
2. The Customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor or others. Customer shall defend all suits and claims arising from or incidental to the work under the Agreement, without expense or annoyance to the Contractor or its employees.
3. It is understood that the Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
4. **INDEMNITY:** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless **Contractor**, it’s owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer’s premises including any acts or omissions by Customer or Customer’s subcontractors whether employed directly or indirectly, which occur while **Contractor** is not physically on premises.
5. Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.
6. The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Customer understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs unless Contractor has been negligent. Customer is responsible for all damage caused to and/or by hidden objects.
7. If sidewalk snow maintenance is selected as an option: Please check here: ( Yes ) or ( No )
8. The Customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below (0) zero degrees Fahrenheit. The Customer agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty), so as not to force unsafe conditions upon our employees.
9. Contractor expects payment for that time slot each time 2" or more snowfalls and we send our trucks out to plow. If we get to your premises and it has already been cleared by someone other than **Selena’s Landscape, Design & Tree Service**, we will still charge the initial accumulation price for that time slot

# Specifications

1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Customer must keep vehicles garaged. It is the Contractor's policy to stay a minimum of (3) two feet away from garage doors and all vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
2. Contractor shall snow plow, blow from main roadway into driveway.
3. Snow maintenance services shall be completed within a 24 hours’ period, after snowfall has stopped. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
4. **Contractor shall NOT apply anti-icing chemicals**, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.
5. In the event of snowfall of less than **2** inches of total accumulation, Customer shall notify Contractor as to the necessity of snowplowing services.
6. ( ) Snow accumulation of less than 2" will **NOT** be treated chemically. ( ) Icy conditions WILL be treated chemically. Please check.
7. Contractor may install marker stakes along Customer driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. (Contractor will return sometime in April to collect stakes. If Stakes belong to contractor.)
8. Selena’s Landscape, Design & Tree Service, LLC. Can not be held responsible for any damage to any of the following: Holds, Tree, Plants, Walkways, Steps, Walls, Pavement, Cobblestones, Bricks, Rocks, Wood, Grass, Asphalt, Pipes, Wires, Lights, Sides of Driveways, end of Driveways in or around driveways or steps to do snow or ice or other obstacles we cannot see. That the snow and/or ice is covering. *Customer please remember we have not seen your propriety before the snow and/or ice storm.*
9. Full payment due within 5 business days after service. Payment by CASH grants 10% off Snow Plowing and/or Blowing

 service ONLY.

1. *This agreement will end after service has been perform and full payment has been received.*

**Pricing Per -Pay**

**Initial accumulation 0 to 2 inches: $ 29.00 per hr. Per man**

**2 inches up to 3 inches: $ 39.00 per hr. Per man**

**4 inches up to 5 inches: $ 59.00 per hr. Per man**

 5 inches up to 6 inches: $ 69.00 per hr. Per man

6 inches up to 7 inches: $ 79.00 per hr. Per man

7 inches up to 8 inches: $ 99.00 per hr. Per man

8 inches up to 9 inches: $ 139.00per hr. Per man 9 inches up to 10 inches $ 149.00 per hr. Per. man

10 inches up to 11 inches $ 159.00 per hr. Per man

12 inches and up an additional $30.00 Per inch, Per man, Per hour.

**FULL PAYMENT DUE WITHIN 5 Business Days after service.**

1. Ice control / de-icing materials:
	1. An application of salt per 50-lb. $13 per bag plus sales tax 6%. Initial here: \_\_\_\_\_\_\_\_. Customer will be charge number of bags we used per. Storm and per. square foot as needed.

 **OR**

* 1. An application Potassium Chloride 50-lb. $14 per bag plus sales tax 6%.Initial here: \_\_\_\_\_. Customer will be charge number of bags we used per. Strom and per. square foot as needed.

 **OR**

* 1. For Traction Only – 50 lb. bags **of Sand Box Sand (Only for Traction on sidewalks and driveways). $9.00 per bag.** Initial here \_\_\_\_\_\_\_\_\_. Customer will be charge number of bags we used per. Storm and per. square foot as needed.
	2. Salting Services ONLY charge Per-hour $ 50.00 per. man. Initial here: \_\_\_\_\_\_\_Plus (A or B)
	3. Salting before Storm. Charge Per-hour $60.00 per. man. Initial here: \_\_\_\_\_\_\_\_\_\_Plus (A or B)
	4. Salting with snow Plowing, Shoveling, Blowing. Per-hour $35.00 per. man. Initial here: ….……Plus (A or B)
	5. Safe Salt for pets - Per bag 50-lb. $ 18.00 plus sales tax 6% Initial here \_\_\_\_\_\_ Customer will be charge number of bags we used per. Strom and per. square foot as needed.

1. **[ ]**  Check here, if you wish to **DECLINE having** the Contractor apply De-icing, Salt or Potassium Chloride agents on your Property. We strongly advise against declining application of de-icing agents due to concerns for slippery or icy conditions which could result in damage, injury or death. Initial here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Please initial A, B, C. D, E, F, G, H or Number (3)

**Payment:** For per visit agreements – Payment due at time of service.

* + - 1. **Checks must be made out to Joel Allen.**
			2. Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%. Selena’s Landscape, Design & Tree Service reserves the right to suspend service when payments become more than 10 days past due. 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, and/or paths that are suitable for snow plowing, shoveling and/or de-icing services Selena’s Landscape, Design & Tree Service shall not be responsible for the care or maintenance of such additional improvements without a written change order.
			3. A service charge of $35.00 will be charged for any returned check.

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 Selena’s Landscape, Design & tree Service to resort to legal measures to collect any amount owed under this agreement.

**Hazards:** Customer is aware that plowing, shoveling and blowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. A) Selena’s Landscape, Design & Tree Service assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

1. 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 necessity.
2. Snow/ice maintenance on holidays will be charged at a 20% premium. Holidays include: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Easter.

**Trucks Break Down and or Accidents;**

 We will call you if our truck or trucks should be in an accident or break down. Customer agrees to call other service providers.

 If this should happen, any payment made to us will be refunded. For your service date (Per. payment service only).

**Sickness of one or more of our employees**.

We will call you if one or more of our employees, are out sick. Customer agrees to call other service providers.

If this should happen, any payment made to us will be refunded. For your service date.

(Per payment service only).

1. Extreme cold weather:

 (Temperature below 32 degrees Fahrenheit) bring about different consideration with snow plowing, Blowing and Shoveling if snow is hard packed and or ice. Selena’s Landscape & Tree Service, LLC. will not be able to plow until the next day or when temperature is (between 33-40 degrees Fahrenheit). Plowing would be done as soon as temperature warms up. Please give us time to service you.

### Cancellation

**This Agreement is cancelable upon written 10-day notification by registered mail. Payments for services rendered are due and payable upon such cancellation. 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. There will be No Refunds issued for unused time or services set forth by this agreement.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature of Customer / Title Date**

**Acceptance of Proposal:** The Customer has read and understood and the customer agrees to all the terms and conditions contained in this Agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, the Customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Customer employee or agent who is authorized to endorse this Agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature of Customer / Title Date

Please return this Agreement. Thank you for choosing **Selena’s Landscape, Design & Tree Service**

Sincerely,

Selena’s Landscape, Design and Tree Service

 Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Due to the increased high demand of our snow plowing service, this Agreement may be withdrawn by Contractor if not accepted within 5 Business days, or, if Contractor's plowing schedule is filled before being received from Customer.

Disclaimer

Selena’s Landscape, Design & Tree Service will not plow, shovel, blow or sand/salt within 3 feet from any parked vehicles, equipment or other obstructions in parking lots, drives or other areas being cleared. Please attempt to move obstructions prior to our services being completed. Selena’s Landscape, Design &Tree Service is not liable for damage to pavement or other surfaces contracted for plowing of snow. Damage can occur but we will make every effort to avoid this. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, Selena’s Landscape, Design & Tree Service is not responsible for these accumulations that cannot be removed but will do our best to remove them.

Representative is responsible for boundary markers or flags (Selena’s Landscape, Design & Tree Service will provide for a nominal charge). Customers must make arrangements with Selena’s Landscape, Design & Tree Service regarding piling of snow after snow event. **Removal of snow piles is not available through Selena’s Landscape, Design & Tree Service; please contact a snow REMOVAL CONTRACTOR for this.**

Remember, icy or slippery conditions may exist even after work is completed. Selena’s Landscape, Design & Tree Service is not responsible however, for any death, injury, loss or damage of or to persons or property by reason of non-performance of our obligations in our agreement. You also agree to waive any right of subrogation against us by reason of the same.

 **Notes and Additional work**

 **Notes**

Initial here: \_\_\_\_\_\_\_\_\_\_\_\_

 Please mail or email this Agreement to –

 Email - selenaslandscapedesignandtree@gmail.com

 Joel Allen

 Selena’s Landscape, Design & Tree Service, LLC.

 702 Preston Ave, Bryn Mawr, Pa. 19010

 www.selenalandscapedesignandtreeservice.com