

SNOW REMOVAL AGREEMENT

This snow removal agreement (“**Agreement**”) is effective as of the date the last party signs below (the “**Effective Date**”) and is between Rothgery & Sons, LLC (“**Contractor**”), and Client (as defined below).

The parties agree as follows:

1. Definitions.

(a) “**Client**” means:

Name: _____
Address: _____
Number: _____
Email: _____

2. **Services.** Contractor shall provide snow removal services to Client at the locations identified in this Agreement as follows (the “**Services**”):

(a) On a per time basis of six times per month not to exceed 36 times during the duration of this Agreement from November 1st, 2024 through April 30th, 2025 for the total cost of \$_____ per month. Should the Services exceed 36 times during this timeframe a fee of \$^{20% monthly rate}_____ per plow will be charged to Client commencing with the 37th plow, and such fee shall be due by Client upon receipt. All invoices are due and payable by the 5th of the month. Invoices unpaid after 10 days of the due date will incur an interest fee of 24% per annum calculated per day for every day past the due date.

(b) The Services to be provided shall be done when a **snowfall of 4" or more** occurs during a 24-hour period (one plow per 24-hour period).

(c) Marking Obstacles. Client shall mark any obstacle that could be damaged by regular plowing (i.e., well heads, propane tanks, sidewalks, pavers, septic fields, etc.).

(d) Unmarked Obstacles. If Client has unmarked obstacles in the snow service area, Contractor is not responsible for any damages to obstacles from plowing. If there are vehicles in the snow service area, Contractor is not responsible to any excess of snow or to returning at a later time to plow.

(e) Rentals. Client shall inform all guests of the 4" minimum for snow removal Services and/or any issues with the high alpine environment. Contractor is not responsible for stuck vehicles and/or Client’s guest driving experience or lack of winter equipment.

(f) On any Service day, if it is unsafe to perform the Services, Client shall contact Contractor at Rothgeryandsonshr@gmail.com.

3. **Location.** The property subject to this Agreement is identified as follows (the “**Private Property**”):

[Driveway/Front Entry]

Address

Address

Address



4. **Payment.** Client shall pay to Contractor [an exact amount monthly or prepayment for the season]. Client shall make all checks payable to Rothgery & Sons, LLC to the address listed above. Must indicate the service address that the check covers and what month or time frame payment is for).

5. Limitation of Liability.

- (a) Contractor will not be responsible for any items left in the area to be plowed. Should vehicles be left in the driveway and moved after the Services have been performed for a day, Contractor is not responsible for returning to plow that particular location where the vehicle was parked without charging an additional fee.
- (b) Contractor uses industrial grade machinery (not plow trucks) and will use its best effort to stack/store snow as effectively as possible. If additional snow relocation/push back is needed due to excessive amounts of snow, an additional charge may be added to the total cost of Services under this Agreement in Contractor's sole discretion.
- (c) Contractor is not responsible for wear and tear as a result of regular plowing Services, including (but not limited to) damages to asphalt (minor), driveways, sprinkler heads, or sod landscaping in the areas adjacent to such plowing.

6. Client is signing this Agreement on behalf of the Private Property and has authority from or is the legal owner or owners of the Private Property.

7. **Entire Agreement.** This Amendment, together with the Agreement, constitutes the entire agreement of the Parties and supersedes all prior agreements, communications, and understandings, whether oral or in writing, between the Parties with respect to the subject matter of this Amendment. Except as set forth above, the terms of the Agreement not otherwise specifically modified by this Amendment and shall remain in full force.

8. **Counterparts.** This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including as a pdf and/or utilizing any electronic signature process complying with the U.S. federal ESIGN Act of 2000), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. **Signatures.** Electronic signatures utilizing any electronic signature process complying with the U.S. federal ESIGN Act of 2000 shall be deemed original signatures for purposes of this Amendment and all matters related thereto, with such electronic signatures having the same legal effect as original signatures.

The parties are signing this Agreement on the date stated below such party's signature.

ROTHGERY & SONS, LLC

CLIENT

By: *Dave Rothgery*

Signature: _____

Name: _____

Name: _____

Title: Owner / Opertor

Date: _____

Date: 8/28/24