

Steve's Lawn & Landscaping Service, Inc.

2011/2012 Snowplowing Agreement

We will provide all necessary supervision, labor, materials, tools, and equipment to remove snow for the 2011/2012 season. Listed below are descriptions of all of the services we provide in the winter season. A **Service Call Fee** of **\$31.00** will be charged for each visit that we make to your house. Services provided are in addition to this Service Call Fee. Please read each description carefully before deciding which services will best fit your needs. You will be charged the Service Call Fee plus the fee(s) for all services you choose. If the accumulation of snow for a particular storm warrants more than one visit to your property, you will be charged a Service Call Fee, plus the service that is provided for that visit, for each visit that we make. Every effort will be made to avoid additional service calls; but again, this depends upon conditions.

We will make every effort to keep access to driveways open to facilitate commuter hours. However, based upon the timing of the storm, this is not always practical. It is not realistic to expect that everyone's driveway will be plowed first. Each truck follows an established route and we stagger the start location of each route, for each storm, so that no one is constantly first, or last. If the storm ends during the early hours of the morning, we take care of businesses and schools first. Therefore, depending upon the timing of the storm, it may be a few hours before we get to residential driveways. If you require special services, we may be able to provide them, at an additional fee. Please call me to discuss this, if necessary.

A 24-hour notification is required if you wish to cancel any service call. If we arrive and the area has been cleared, the service call fee will be charged. We are available 24 hours a day, by phone, during a snow event.

It is your responsibility to delineate all areas to be cleared of snow. Snow removal areas must be clearly marked. We recommend using stakes 4 ft. to 5 ft. high with reflectors, or reflective material, on top. If there are any areas where snow is not to be piled, mark these areas with wooden stakes painted red. Steve's Landscaping will not be responsible for damage to landscape lighting, mailboxes, fences, plants, brick sidewalks, planting beds, and grass, if such areas are not clearly delineated with stakes. If you would like us to mark these areas for you, there will be a service charge of \$65.00, plus the cost of stakes. It is your responsibility to maintain these markers between snowfalls. Any damage that occurs shall be reported to our office within 24 hours of the end of the storm.

SERVICES:

- **Basic Plowing:** We will automatically respond whenever the accumulated snowfall reaches two (2") inches. We will remove the snow from parking areas and driveways. Storms that are projected to accumulate more than 6" may require multiple plowings. There will be a separate service call fee for each visit. Excessive icing, that becomes difficult to remove and requires expenditure of manpower beyond a normal snowstorm, may incur additional charges, regardless of the total measured accumulation. Note: Snowplows may not always remove ice.

- **MAJOR SNOWSTORM EXCLUSION**

Major snowstorms and blizzards, where the accumulation exceeds 12", will be billed on a time-expended basis. We will track the total time it takes our crews to clear the snow, and you will be billed a corresponding number of fees, i.e., if it takes us three times as long to plow the snow as a normal storm, the charge will be three times the service call fee plus three times the fees for plowing, and shoveling, if applicable. Salting will be charged at the normal rate, i.e., if we salt once, you will be billed for one salting event. It does not matter if we plow your driveway once, twice, or more times during the event. We will be removing the total accumulation, and the charge will **not** be based upon the number of visits that we make to your house. If your driveway is so steep as to prevent our trucks from plowing in from the road, we may be required to remove the snow by other means, i.e., snow blower; backhoe, loader, etc., after the storm is over. **All measurements will be based on reports prepared by I*ON Weather, P.O. Box 1223, Morristown, NJ 07960. I*ON Weather is the reporting service used by all major property managers in the area. No other reports will be used or accepted.**

- **Snow Removal:** We plow residential driveways with pickup trucks equipped with 8' plows. These vehicles can only push snow so far. Some driveways are curbed with either concrete or Belgian Block curbing, which further hinders the ability of the trucks to fully clear the driveway. Furthermore, piles of snow that cannot be pushed all the way off of the driveway, or away from the edges of the driveway, will freeze solid when exposed to cold weather. If the winter season brings multiple snowfalls, and snow accumulates in areas on the driveway, or surrounding property, which hinders us from plowing the driveway fully, your driveway areas will gradually shrink, and removal of the accumulated snow will be necessary. This service can be arranged. Removal charges will be quoted at the time service is provided and are separate from this service contract.
- **Ice Control:** If you add this separate service, we will apply your choice of salt or calcium chloride, at our discretion, whenever there is precipitation that results in icing conditions, and following each plowing operation. **If you do not take this service, you will be responsible for any icing that may occur on your driveway, sidewalk, or walkways & steps.** This includes storms where, when we arrive at your property, icing conditions already exist and we cannot plow or shovel the ice.
- **Shoveling:** If you add this service, we will automatically respond whenever the snowfall is two (2") inches, or more. We will remove the snow from all walkways using shovels and/or powered equipment. Please Note: We cannot shovel solid ice.

Please check ALL of the services you would like us to provide. Remember that the Service Call Fee will be charged in addition to any service(s) you check. If a contract is received without any indication as to the services requested, we will provide every service. You will be invoiced for all services provided.

Service Call Fee = \$31.00 per visit; plus:

- \$.00** Plowing – This price is customized for your home.
- \$ 13.00/bag** Salting (? bag(s) needed. (? bag(s) if taking Calcium Chloride for Walkway)
- \$ 23.00/bag** Calcium Chloride (? bag(s) needed for Walkway & Steps)
- \$.00** Shovel Front Walkway & Steps – This price is customized for your home.
- Custom** Shovel Sidewalk – This is the sidewalk by the road and is a custom price.
- Provide Ice Control** (This separate service automatically includes storms under the 2" trigger – it's not the same as regular salting with a typical snowstorm. We will come out just to take care of ice for the Service Call Fee above and the cost of the salt.)

Acceptance- Plowing Agreement:

Payment: Balance due within 15 days of date of invoice. Interest will accrue at a rate of (18.0% APR) eighteen percent per year on all past due invoice. Steve's Lawn & Landscaping Service, Inc. accepts no responsibility for any legal, personal, or property claims etc. that may arise in providing services relative to this contract. Steve's Lawn & Landscaping Service, Inc. may cancel, at its option, this Agreement, or any part thereof, without liability. The Customer may cancel, at their option, this Agreement, or any part thereof, if notice is given in writing thirty days before cancellation. The Customer understands that should they cancel this Agreement, Steve's Lawn & Landscaping Service, Inc. shall be paid, in full, for all services rendered through the cancellation date upon presentation of any invoices pursuant to this Agreement. I agree with amounts listed and agree to pay for any services rendered including finance charges, court costs, and any charges related to the collection of these payments. Furthermore, I, the undersigned, also understand that as part of this Agreement any services will cease if my account becomes more than 30 days overdue.

Accepted by: _____

Date: _____

SAMPLE

50 Sample Road, Sample, NJ 00000-0000