

# Scott's Green Landscaping L.L.C.

PO Box 7344  
Watchung NJ 07069  
Phone: 908-229-7391  
www.watchungsnowplowing.com

## Snow Removal Contract 2009/2010 Season

I \_\_\_\_\_ (hereafter known as "representative") represent the property(s) at the address(s) or described as \_\_\_\_\_ (hereafter known as "the property.") Agree to pay Scott's Green Landscaping Plowing the quoted price for the following services:

### "Per Snowfall Event" Quote for the property located @:

\_\_\_\_\_

**Residential Driveway**

2- 12" snowfall \$ \_\_\_\_\_  
Each 4" increment above 12 inches \$ \_\_\_\_\_

Salt initial \_\_\_\_\_ \$25 per bag for salt (avg. 2-3 bags per driveway) (pavement only)

### Upon the following terms:

- Scope of Snow Plowing:** Scott's Green Landscaping will plow an event when 2" of snow has accumulated. This is measured by the contractor at the pavement, not to include drifts. Depending on the time of the snowfall, we attempt to service customers by 7:00 AM or 5:00 PM.
- Scope of De-icing:** De-icing materials of the Contractor's choice will be applied to driveway/ parking lot. The decision as to when and how much material is to be applied is based on many factors including but not limited to: current ground temperature, current weather forecasts from the national weather service and future weather prediction. Customer is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and the contractor assumes no liability as such.
- Turf Repair.** In the event that the contractor damages any turf by snow plowing, the contractor will re-seed the damaged turf in the spring season during the snow and ice maintenance program season in which the turf damage occurred.
- Property Damage.** The owner will report, in writing, any property damage caused by the contractor within 48 hours. The contractor will repair any timely and properly reported property damage in the spring season during the snow and ice management program season in which the property damage occurred. Notwithstanding anything herein to the contrary, the contractor will have no obligation, and the owner waives any damages for any property damage not timely and properly reported.
- Limitation of Liability:** The contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However, the contractor is not responsible for any: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible. C) Damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation. D) Personal injuries resulting from slip and fall accidents; and/or E) Acts of God, including but not limited to extraordinary weather conditions.
- "Event" Defined.** Any 24 hour period immediately following completion of plowing, or first plow if new customer.

7. **Small Residential Driveway” Defined.** Any driveway no larger than 2 car widths wide and three car widths in length
  
8. **Indemnification.** The owner shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys’ fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner’s involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.
  
9. **Life of Agreement:** This agreement is valid from the date it is signed until June 30, 2010
  
10. **Payment:** For per visit agreements – Payment due at time of service.
  - **Checks must be made out to Scott’s Green Landscaping.**
  - Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%. We reserve 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 we will not be responsible for the care or maintenance of such additional improvements without a written change order.
  - A service charge of \$30.00 will be charged for any returned check.
  - Purchasers will be responsible for all costs of collection, including without limitation, Court costs and reasonable attorneys fee’s in the event that it becomes necessary for to resort to legal measures to collect any amount owed under this agreement.
  
11. **Hazards:** Customer is aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. Scott’s Green Landscaping Plowing assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.
  
12. **Provision for Default and Cancellation:** Either party may terminate this agreement at any time with a 10 day advance written notice. 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.

**Additional Comments:**

1. If service address is different than billing address is, please provide billing information:

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Disclaimer

Scott’s Green Landscaping Plowing will not plow 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. Scott’s Green Landscaping Plowing 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, Scott’s Green Landscaping Plowing 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 (Scott's Green Landscaping will provide for a nominal charge). Customers must make arrangements with Scott's Green Landscaping Plowing regarding piling of snow after snow event. **Removal of snow piles after a large blizzard may available through Scott's Green Landscaping at an additional charge to be mutually determined.**

Remember, icy or slippery conditions may exist even after work is completed. Scott's Green Landscaping Plowing 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 same.

Late payments may be assessed a 10% late charge if not received within 15 days after Billing Due date. Returned checks will be assessed a \$30 fee and overdue bills may be turned over to a collection agency.

***I have read and understand this document and attached disclaimer and agree to abide by the terms listed and hereby enter into contract with Scott's Green Landscaping Plowing for the purposes listed above.***

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
Property Representative      day/month/year      \_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
day/month/year      Scott Otto- Scott's Green Landscaping Plowing