

MJL Property Development

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SNOW PLOWING CONTRACT

Customer Name: [REDACTED]

Customer Phone number: [REDACTED]

Customer Email Address [REDACTED]

Date: [REDACTED]

Time Limit: This quotation is firm for [REDACTED] days.

Location/Address:

[REDACTED]
[REDACTED]

WE PROPOSE TO FURNISH LABOR AND EQUIPMENT TO PLOW SNOW FOR THE FOLLOWING AREAS:

(Describe areas by sketch and or monuments)

[REDACTED]

Seasonal Price:

This bid is based upon a seasonal price of \$ [REDACTED] per snow depths up to 5". The season shall commence November 1, 2018 and shall terminate April 1, 2019. Snow plowing is to commence within a reasonable time after the accumulation reaches a minimum of 2" commercial, 4" residential, but not before it ceases to fall. Snow depths shall be determined by the official report of the National Weather Service.

If customer so elects that his/her place of business should be plowed before business hours, and an additional plowing is necessary to remove new accumulations of snow, the customer will be charged for additional plowings. Total number of plowings not to exceed two per customer, per day, please initial here: [REDACTED].

If any equipment other than a snow plow, snow blower and snow shovel is required to clear snow from area to be plowed (i.e., front end loader, dump truck, etc.), an hourly rate of \$50.00 per man hour shall be charged to the customer along with any other costs incurred, including rental fees for such equipment. Work involving the use of extra equipment as described above shall be performed within a reasonable period of time upon completion of Contractor's regularly scheduled route and customer will be notified prior to renting equipment.

If you choose the Seasonal price: [REDACTED] initial here

The seasonal snow plow price does not include the shoveling or plowing of sidewalks. If you want your sidewalks plowed or shoveled, they will be plowed or shoveled at an additional rate of \$ [REDACTED] season.

If sidewalk snow removals is selected as an option:

Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make Wind Chill factors below 0 degrees Fahrenheit. Customer understands that Contractor reserves the right to stop working in these severe conditions so as not to force unsafe working conditions upon employees.

If you choose to have your sidewalks plowed or shoveled: initial here

Reports of damages to real or personal property must be reported to the contractor within twenty-four (24) hours. Failure to report the damages constitutes a waiver and the contractor is released from liability and the Customer will hold the Contractor harmless from any liability.

Unpaid balances will be assessed a late charge at the rate of one and one-half (1 1/2) percent per month on the unpaid balance.

This contract may be canceled by the customer by giving the Contractor thirty (30) days advance written notice. Delinquent payments will be due forthwith.

DISCLAIMER

The owner of the property is presumed to know his property boundaries. The owner will clearly stake or instruct contractor to stake the areas to be plowed. In the event the areas staked are erroneous, the owner agrees to defend and hold harmless the contractor for any and all trespasses that may result from the owner's failure to properly stake his property. The owner agrees to pay the Contractor's attorney fees in defense of the trespass claim.

SALT APPLICATION

The seasonal price does not include salt or calcium chloride applications. Failure to salt or apply calcium chloride may result in unusually slippery conditions which may cause injury to persons or property.

TERMS AND CONDITIONS

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to the date of this agreement.

Customer understands that plowers may have to go through lot once to clear heavy snow, and then replot lot to clear remaining snow. Customer understands that this may result in additional charges for that particular snowfall. Unless specifically stated, sidewalk removal is not part of quoted rates. Quoted rates do not include front end loader services.

Contractor will exercise its best judgment based upon weather forecasts and existing conditions at the time. 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 contract assumes no liability for "Acts of God".

Customer agrees to allow contractor to decide if snow plowing is warranted based upon snow accumulations at customer's particular location. Customer understands that snow accumulations may vary throughout the area, and that accumulations in one section of area are not necessarily indicative of the accumulation at the customer's particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snow fall at that location.

Accounts that are past due will not be plowed until account is brought up-to-date. Customer understands and accepts the fact that delays in payments made to contractor may result in appropriate legal action being taken to collect monies owed to contractor. Customer understands that costs of such legal action, including without limitation lawyer's fees, costs, and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding inure to the benefit of the parties and their heirs, executors, administrators and assigns.

Customer acknowledges that the real property is adequately insured for tort claims. Customer agrees to defend and to hold harmless from any and all liability, including attorney fees, which the contractor may accrue resulting from the Contractor's work on customer's property.

Customer understands that plowing of a particular location may not clear the area to "bare pavement," and that slippery conditions may continue to prevail even after plowing. Customer understands that Contractor assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the Contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

Failure to pay the sums due in full may result in court litigation. If court litigation is started, the Customer agrees to pay the Contractor's reasonable attorney fees.

Hold Harmless Agreement

To the fullest extent permitted by law, Customer agrees to defend, pay on behalf of, indemnify, and hold harmless Contractor, its officials, employees and volunteers and others working on behalf of Contractor against any and all claims, demands, suits or loss, including all costs therewith, and for any damages asserted, claimed or recovered against or from the corporation, its elected officials, employees, volunteers or others working on behalf of Contractor, by reason of personal injury, including bodily injury and/or death and/or property damage, including the loss of use thereof, which arises out of or is in any way connected or associated with this contract.

Approval

This proposal will not be binding upon contractor until the signed acceptance has been received by MJL Property Development with payment in full.

Michael J. Latuga,

Owner, MJL Property Development

Customer Acceptance and Work Authorization

The above quotation is accepted as written and you are hereby authorized to proceed with the work.

Print Customer Name:

Signature & Date: