SNOW REMOVAL CONTRACT

Cloverdale Heights Homeowners Association, Inc.
P.O. BOX 1201
Charles Town, WV 25414

This Agreement is made on this ____ day of _____, 2014 and is valid for the 2014-2015 winter.

The parties to this Agreement are as follows:

Contractor:

Company: *Cornerstone Lawn Services LLC*
Address: ***10041 Charles Town Rd.***
Ranson, WV, 25438
Phone No: ***304-582-0252***

WV License #: ***99023***
Insurance Co: ***Nationwide Insurance – Agent: Brian Jones***
Policy Number: ***ACP GLO 3006565696***

Customer:

Cloverdale Heights Homeowners Association, Inc.
P.O. BOX 1201
Charles Town, WV 25414

Terms of Agreement:

Work Site: The work and services will be performed at the following location: ***Cloverdale Heights Subdivision off of US Rt. 340 near Charles Town, West Virginia***

Scope of Work: The work to be performed is Snow control and removal on all roads and turnarounds under the control of the HOA for the subdivision. Snow control (i.e., plowing) is to begin and continue per the instructions outlined in the SNOW CONTROL AND REMOVAL DETAILS section. The contractor will furnish all of the materials and perform all acts required to complete such described work.

Workmanship and Permits: All work will be completed in a workmanlike manner according to the standard industry practices. The work will comply with applicable ordinances. The Contractor will obtain the necessary permits and sanctions of the proper authorities with respect to the work which will be performed.

Time of Completion: The work to be performed under this Agreement shall begin as soon as the proper amount of snow has fallen as outlined in the SNOW CONTROL AND REMOVAL DETAILS section. Work will be completed no more than 24 hours after the snow has stopped.

Price and Payment: Cloverdale Heights HOA will pay the Contractor for the satisfactory completion of the work at the rate of $85 per hour per piece of equipment working on site and $380 per ton of ice melt chemical applied. The Contractor will submit, at two week intervals, a detailed invoice of all services performed during the given period of time.

Subcontractors: The Contractor may engage Subcontractors to perform the work described within this document, however the Contractor will continue to be responsible and held accountable for the performance of all Work under this agreement.

Insurance: The Contractor will maintain, and if applicable require Subcontractors to maintain, the following insurance coverage: ***Contractor Liability Insurance in a sum of not less the $500,000.00***

Miscellaneous: This Contract is binding on all parties who lawfully succeed to the rights or take the place of the Customer or Contractor. This Contract may not be assigned by either party without consent of the other. If any legal action or proceeding, including any arbitration of disputes, arising out of, or relating to, this Contract Agreement is brought by either party, the prevailing party as determined by the Court or Arbitrator, shall be entitled to receive from the non-prevailing party, in addition to any other relief that may be granted, reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing party. This Contract will be interpreted under the laws of the State of West Virginia.

SNOW CONTROL AND REMOVAL DETAILS:

Requirements and Specifications:

- Central Premium Melt shall be used as ice melt
- Clear the left and right sides of the roads to allow two-way traffic on all streets
- Clear all area within each of the cul-de-sacs
- Clear the front (main) entrance road down to U.S. Rt. 340
- Clear the rear entrance to Roper North Fork Road
- Clear the Mailbox area and the Bus Stop Shelter areas

If the Forecast is for 3 —5 inches:

Do not start clearing the roads until the major part of the snow fall is over.

If it snows during the night, start clearing at 4:00 am. **Do not clear before 4:00 am.** After clearing, if it is still snowing hard, wait until the snowfall is over. At that time if there is less than 2 inches of snow on the roads, call it quits. Do not clear the roads more than once if it is not necessary.

If the snow falls during the day, wait until it stops falling before clearing the roads.

If the roads are icy and very slippery after clearing the snow, deice all intersections, dangerous hills, and hazardous areas.

If the forecast is for 5— 10 inches or more:

Same requirements as **If the Forecast is for 3-5 inches** with the exception listed below:

If the snow falls during the day, **start clearing after 4 inches has collected**.

Icy roads:

If freezing rain ices the roads, deice after it is over.

Driveways:

Cloverdale HOA provides no clearing of driveways for homeowners. Individual homeowners may contract the contractor at their own expense, however all work required by the HOA as specified within this document must be complete prior to any work being done for individual homeowners. Damages are the responsibility of the contractor and or homeowner. The HOA is not involved in private arrangements for homeowners.

Contacts:

Questions on procedures outlined above to be addressed to Cloverdale HOA Board members:

Rob Rogér : ***304-725-5886***
Ronnie Fellers: ***304-279-3998***

The Parties have read and understand this Contract. They have received a completely filled in copy and acknowledge receipt of all specifications relating to this job. The Parties have agreed to and signed this Contract as of the date written above.

Customer:

President, Cloverdale Heights HOA

Contractor:

Justin Francis, Cornerstone Lawn Services, LLC