

SNOW REMOVAL CONTRACT

PARTIES

This Snow Removal Contract ("Contract") is entered into as of [Date], by and between [Contractor Name], an independent contractor operating under the business name [Business Name] (if applicable), located at [Contractor Address] ("Contractor"), and [Client Name], with a principal place of business located at [Client Address] ("Client").

SERVICES PROVIDED

The Contractor agrees to perform the following snow removal services at [Client's Address or Description of Locations]:

Snow Plowing: Plowing of snow from designated areas such as driveways, parking lots, and access roads, using suitable plowing equipment.

Snow Shoveling: Manual shoveling of snow from walkways, steps, and entrances, as necessary.

De-Icing and Salting: Application of salt or other de-icing materials to designated areas to prevent ice buildup and ensure safe pedestrian and vehicle access.

Snow Stacking and Removal: Piling and removal of snow from the site to designated areas or offsite, as required.

Emergency Services: Provision of emergency snow removal services upon request by the Client, subject to additional charges based on the urgency and extent of services required.

These services will be provided whenever [specify trigger, e.g., snow accumulation reaches two inches or more], and will be conducted within [number] hours of snowfall cessation, unless otherwise specified by the Client.

The Contractor will use their best judgment and experience in the performance of these services, considering the safety, efficiency, and property care standards expected in the industry.

PAYMENTS

Payment Terms: The Client agrees to pay the Contractor the total sum of [Total Contract Amount] for the snow removal services provided under this Contract. Payments will be made according to the following schedule:

Initial Payment: An initial payment of [Initial Payment Amount] is due upon the signing of this Contract.

Regular Payments: Subsequent payments of [Subsequent Payment Amount] are due on the first of each month during the term of this contract, beginning [Start Month, Year].

Final Payment: The final payment is due within [Number] days of the completion of the snow removal season or termination of the contract.

Payment Methods: Payments shall be made via [specify acceptable forms of payment, e.g., check, bank transfer, credit card].

Late Payments: Payments received later than [Number] days after the due date will incur a late fee of [Percentage]% per month on the outstanding balance.

Adjustments: If additional services beyond those specified in this Contract are required and performed, they will be billed separately at [Specific Rate] per [hour/event], payable within [Number] days of the invoice date.

INDEPENDENT CONTRACTOR

The Contractor is retained as an independent contractor and not as an employee of the Client. The Contractor is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to, workers' compensation insurance. The Contractor has the freedom to determine the method, details, and means of performing the services agreed upon in this Contract. This status is agreed upon by both parties and is integral to the agreement set forth in this Contract.

SPECIAL INSTRUCTIONS

The Client shall provide any special instructions or requirements regarding the snow removal services in writing prior to the commencement of services. Such instructions may include, but are not limited to, designated areas for snow placement, priority areas for clearing, specific times for removal, and any surfaces requiring special care. The Contractor agrees to follow these instructions and to use reasonable care to avoid damage to the Client's property and landscaping. The Client must notify the Contractor of any changes to these instructions or the property conditions in a timely manner to ensure effective service delivery. Failure to provide such notice may result in improper service for which the Contractor will not be held responsible.

ASSIGNMENT

Neither party may assign or transfer their rights or delegate their duties under this Contract without the prior written consent of the other party. Any attempted assignment or delegation without such consent will be void and ineffective for all purposes. This clause ensures that the contract cannot be transferred to another service provider or client without mutual agreement, thereby preserving the integrity and expectations of the original contractual agreement.

TERMINATION

This Contract may be terminated by either party upon [number] days written notice to the other party. In the event of termination, the Client shall pay the Contractor for all services performed to the date of termination, prorated to the nearest day.

Additionally, this Contract may be terminated immediately by either party upon any breach of the terms and conditions of this agreement that is not remedied within [number] days after written

notice of such breach. If terminated for breach, the non-breaching party is entitled to seek compensation for any damages suffered due to the breach.

APPLICABLE LAW

This Contract shall be governed by and construed in accordance with the laws of the State of [State Name], without regard to its conflict of laws principles. Both parties agree that any legal action or proceeding concerning the validity, interpretation, and enforcement of this contract, including any disputes arising from or related to the contract, will be resolved exclusively in the courts of [County] County, [State Name]. Each party consents to the jurisdiction of such courts and waives any objection to the laying of venue of any litigation in said courts.

SIGNATURE

IN WITNESS WHEREOF, the parties hereto have executed this Snow Removal Contract as of the day and year first above written. Each party warrants that the person signing this Contract on their behalf is duly authorized to do so and to bind the respective party to the terms of this Contract.

[Contractor's Name]

Signature: _____

Name: [Printed Name]

Title: [Title, if applicable]

Date: _____

[Client's Name]

Signature: _____

Name: [Printed Name]

Title: [Title, if applicable]

Date: _____