

The Lawn Ranger Landscape, Inc. Snowplow Agreement  
53 Hobart Street, Ridgefield Park, NJ 07660  
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11 / 25 / 2024  
Auto - Chlor System  
685 Gotham Pkwy  
Carlstadt, NJ 07072

Dear Auto Chlor System,

**The Lawn Ranger Landscape, Inc.**, hereby proposes to supply labor and equipment necessary to perform snow & or sanding/salting services as outlined in this contract.

### **Parties**

This agreement is made and entered into this 25 day, in the month of November, 2024, by and between, Auto Color System, [Hereinafter referred to as customer], and "The Lawn Ranger Landscape Inc." [Hereinafter referred to as Contractor] for snow maintenance services at the following location[s] [to as Hereinafter referred to as Property]

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In consideration of of the mutual promises contained herein, Contractor agrees to perform the following work:

### **Scope of Work**

**The Lawn Ranger Landscape, Inc.** hereby proposes to supply labor and equipment necessary to perform snow or sanding/salting services:

### **General Conditions**

1. Snowplowing operations to commence when two inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this agreement, operations are to commence within one hour of **Customer's request**, or if agreed upon in writing in advance, within a reasonable time from. A separate charge for this service applies. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations at the Property. Customer understands that snow accumulations may vary throughout New Jersey, and that accumulations in one section of New Jersey are not necessarily indicative of the accumulations at the Property. Customer maintains the responsibility for monitoring and inspecting premises.
2. The Customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor or others. Customer shall defend all suits and claims arising from or incidental to the work under the agreement, without expense or annoyance to the Contractor or its employees.
3. It is understood that the Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscape, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
4. **INDEMNITY** : To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or missions by Customer or Customer's subcontractors whether employed



directly or indirectly, which occur while Contractor is not physically on premises.

5. Contractor shall maintain appropriate insurance coverage throughout the term of this agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.
6. The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement[s]. Customer understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs unless Contractor has been negligent. Customer is responsible for all damage caused to and or by hidden objects.
7. If sidewalk snow maintenance is selected as an option: The Customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below [0] zero degrees Fahrenheit. The Customer agrees and understands that the Contractor reserves the right to stop working in these severe conditions[without penalty], so as not to force unsafe conditions upon our employees.
8. Contractor will reserve a time slot just for you. Thus, Contractor expects payment for that time slot each time 2" or more snowfalls and we send our trucks out to plow. If we get to your premises and it has been cleared by someone other than The Lawn Ranger Landscape Inc., we will still charge the initial accumulation price for that time slot.

## **Specifications**

1. The Customer must keep plowing area clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Customer must keep vehicles garaged. It is the Contractor's policy to stay a minimum of [2] two feet away from garage doors and all vehicles parked in the plowing area. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
2. Contractor shall snowplow from main roadway into driveway, one or more times per storm starting at two or more inches as conditions dictate.

3. Snow maintenance services shall be completed during over-night hours, after snowfall has stopped. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
4. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.
5. In the event of snowfall of less than two inches of total accumulation, Customer shall notify Contractor as to the necessity of snowplowing g services.
6. Snow accumulation of less than 2" will be treated chemically. Icy conditions will be treated chemically.
7. Contractor may install marker stakes along Customer driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following April to collect stakes.
8. Contractor is not responsible for snowbanks built up by town plows AFTER service has been rendered, **nor ice that forms caused by melting and refreezing after requested services were originally provided.**

#### **Cancellation**

This agreement is cancelable upon written 30 - day notification by registered mail. Payments for services rendered are due and payable upon such cancellation.

**Due to the increased high demand of our snow plowing service, this agreement may be withdrawn by Contractor if not accepted within 30 days, or, if Contractor's plowing schedule is filled before being received from Customer.**

\_\_\_\_\_  
**Signature of Customer / Title**

\_\_\_\_\_  
**Date**

**Acceptance of Proposal:** The Customer has read and understood, and the customer agrees to all the terms and conditions contained in this agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, the Customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Customer employee or agent who is authorized to endorse this agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.