

## 2023 – 2024 Snow Plowing Contract

Customer Name \_\_\_\_\_

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

e-mail \_\_\_\_\_

Phone number \_\_\_\_\_



**Stefan Ciumac**

[Stefan@QualityMowing.com](mailto:Stefan@QualityMowing.com)  
[www.QualityMowing.com](http://www.QualityMowing.com)

**Quality Lawn Care & Landscaping  
Service, LLC.**

8208 Brooklyn Blvd.  
Brooklyn Park, MN 55445  
763-568-6679 (cell)

### Pricing & Terms

Driveway with Sidewalk	\$ _____ unlimited times	_____ Initials
Driveway without Sidewalk	\$ _____ unlimited times	_____ Initials
City sidewalk	\$ _____ unlimited times	_____ Initials

1. Service Contract is effective between \_\_\_\_\_, 2023, and \_\_\_\_\_, 2024.  
After **March 30, 2024** any and all additional plowing will be subject to \$ \_\_\_\_\_ charge each time.

a) Clients must notify, in writing, 30 days prior to March 30, 2024 to avoid ongoing service.

2. Contractor will not perform plowing services until any past due balances are paid in full.

a) **All Late** payments are subject to a **10%** fee to entire total.

### Cancellation

This Agreement is cancelable upon written 30-day notification by registered mail or email. 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**Due to the increased high demand of our snow plowing service, this Agreement may be withdrawn by Contractor if not accepted within 30 days, or, if Contractor's plowing schedule is filled before being received from Customer.**

### Payment: **INITIAL PAYMENT DUE WITH EXECUTED CONTRACT**

#### **Full Season:**

Full Payment, Total of \$ \_\_\_\_\_, is due at date of signed Agreement. Initials \_\_\_\_\_

**OR**

50 percent of full payment, Total of \$ \_\_\_\_\_, is due at date of signed Agreement. Consequential payments will be due upon receipt of invoice. Initials \_\_\_\_\_

### Parties

This Agreement is made and entered into this \_\_\_\_\_ day, in the Month of: \_\_\_\_\_, 20\_\_\_\_\_, by and between, \_\_\_\_\_, (Here in after referred to as Customer), and **Quality Lawn Care & Landscaping Service LLC** (Here in after referred to as Contractor) for snow maintenance services at the following location(s) (Here in after referred to as Property) \_\_\_\_\_.

### Scope of Work

**Quality Lawn Care & Landscaping Service LLC** hereby proposes to supply labor and equipment necessary to perform snowplowing services:

### Specifications

1. The Customer must keep plowing areas 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 a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of 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. In the event of snowfall of less than **two (2)** inches of total accumulation, Customer shall notify Contractor as to the necessity of snowplowing services.

5. 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.**

#### **General Conditions**

1. Snowplowing operations to commence when two (2) inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week. 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 Minnesota, and that accumulations in one section of Minnesota are not necessarily indicative of the accumulations at the Property. Customer is responsible for boundary markers or flags. Customer maintains the responsibility for monitoring and inspecting premises.
2. The 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 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 to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, 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**, it's 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 omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while **Contractor** is not physically on premises.
5. 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 pavements. 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.
6. 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.
7. If city sidewalk snow maintenance is selected as an option: The Customer understands that the city 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 already been cleared by someone other than **Quality Lawn Care & Landscaping Service LLC**, we will still charge the initial accumulation price for that time slot

#### **LIEN WAIVER NOTICE**

This notice is to advise you of your rights under Minnesota law in connection with the improvement to your property. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

**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 as 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.

---

Signature of Customer / Title

---

Date

---

Quality Lawn Care & Landscaping Service LLC

---

Date