

# SNOW REMOVAL AGREEMENT

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This Snow Removal Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CONTRACTOR LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CONTRACTOR ADDRESS] ("**Contractor**"); and

[CLIENT LEGAL NAME], [an individual / a STATE ENTITY TYPE] with an address at [CLIENT ADDRESS] ("**Client**").

Contractor and Client are each a "**Party**" and together the "**Parties**."

**Recitals.** Client owns or controls the property described below and wishes to engage Contractor to provide snow and ice removal services during the winter season, and Contractor is in the business of providing such services and wishes to perform them on the terms below. In consideration of the mutual promises in this Agreement, the Parties agree as follows.

## 1. Property and Scope of Services

**1.1 Property.** Contractor will provide the Services at [PROPERTY ADDRESS], covering the areas described in **Exhibit A** (the "**Service Areas**"), which may include driveways, parking areas, walkways, entrances, loading zones, and [OTHER AREAS]. Areas not listed in Exhibit A are excluded.

**1.2 Services.** "**Services**" means the plowing, shoveling, blowing, hauling, relocation, and removal of snow, and the application of ice-melt or traction materials, within the Service Areas, performed in a workmanlike manner consistent with generally accepted industry practice.

**1.3 Trigger depth.** Contractor will begin snow-removal Services when accumulated snowfall reaches [NUMBER, e.g. 2] inches, and will perform de-icing as reasonably warranted by ice or freezing conditions, unless the Parties agree to a different trigger in writing.

**1.4 Service window.** Contractor will use commercially reasonable efforts to complete each cleared event within [NUMBER] hours after snowfall stops or reaches the trigger depth, subject to storm severity, equipment availability, and safety conditions. During an active or ongoing storm, Contractor may stage its work and may not be able to keep surfaces continuously clear.

**1.5 Exclusions.** Unless stated in Exhibit A, the Services do not include roof snow removal, removal of snow placed by municipal plows after Contractor's final pass, hauling snow off-site, ice-dam removal, or clearing snow that has been compacted into ice before Contractor's first visit.

## 2. Term and Season

**2.1 Term.** This Agreement covers the winter season beginning [SEASON START DATE] and ending [SEASON END DATE] (the "**Season**"), unless terminated earlier under Section 8.

**2.2 Renewal.** This Agreement [will / will not] automatically renew for the next Season at then-current rates unless either Party gives written notice of non-renewal at least [NUMBER, e.g. 30] days before the next Season start date.

**2.3 Early or late events.** Snow or ice events occurring outside the Season are not covered unless the Parties agree in writing, in which case Contractor may charge its then-current per-event rate.

### 3. Compensation and Payment

**3.1 Pricing.** Client will pay Contractor on a [PER-EVENT / SEASONAL FLAT-FEE / PER-INCH / HOURLY] basis as set out in Exhibit B. Unless Exhibit B says otherwise, fees are stated in [CURRENCY, e.g. US dollars] and are exclusive of applicable taxes.

**3.2 De-icing materials.** Charges for ice-melt, sand, salt, or other materials are [included in the base fee / billed separately at \$[AMOUNT] per application].

**3.3 Invoicing and payment.** Contractor will invoice Client [MONTHLY / AFTER EACH EVENT / IN INSTALLMENTS PER EXHIBIT B]. Client will pay each undisputed invoice within [NUMBER, e.g. 15] days of the invoice date.

**3.4 Late payment.** Undisputed amounts not paid when due accrue interest at the lesser of [e.g. 1.5%] per month or the maximum rate permitted by applicable law, from the due date until paid. Contractor may suspend Services on [NUMBER] days' written notice if an undisputed invoice remains unpaid past its due date.

**3.5 Disputed amounts.** Client will pay all undisputed amounts on time and will notify Contractor in writing of any disputed amount within [NUMBER] days of the invoice date, describing the basis for the dispute. The Parties will work in good faith to resolve disputed amounts promptly.

### 4. Performance Standards and Limits

**4.1 Reasonable efforts.** Contractor will perform the Services with reasonable skill and care. Client acknowledges that snow and ice removal reduces but cannot eliminate the natural hazards of winter weather and that surfaces may remain slippery despite proper Services.

**4.2 No guarantee of dry pavement.** Contractor does not guarantee bare, dry, or ice-free surfaces at all times. Refreezing, blowing snow, freezing rain, and ongoing precipitation can create hazards between or during service visits.

**4.3 Priority and sequencing.** During widespread storms, Contractor services clients in a reasonable sequence and cannot guarantee a specific arrival time. Contractor will use reasonable efforts to prioritize Service Areas the Client designates as critical in Exhibit A.

**4.4 Site conditions.** Client will keep the Service Areas reasonably clear of vehicles, equipment, hoses, decorations, and other obstructions during the Season. Contractor is not responsible for failing to clear areas it cannot safely access.

### 5. Markers, Damage, and Site Responsibility

**5.1 Markers and obstacles.** Before the Season, Client will identify and, where appropriate, mark curbs, edges, sprinkler heads, drains, low landscaping, and other obstacles within or adjacent to the Service Areas. Contractor is not responsible for damage to unmarked or concealed obstacles.

**5.2 Turf and surfaces.** Contractor will use reasonable care to avoid damage to pavement, turf, and landscaping, but Client acknowledges that minor turf scuffing, gravel displacement, and similar incidental effects can occur

during normal snow-removal operations and are not chargeable to Contractor.

5.3 **Snow placement.** Contractor will place removed snow in the staging areas shown in Exhibit A or in other reasonable locations on the Property, and is not responsible for melt-water runoff, drainage, or refreezing from properly placed snow piles.

## 6. Insurance

6.1 **Contractor insurance.** Contractor will maintain, at its expense, commercial general liability insurance of at least **[AMOUNT, e.g. \$1,000,000]** per occurrence and any workers' compensation insurance required by applicable law, and will provide a certificate of insurance on Client's written request.

6.2 **Additional insured.** On Client's request, Contractor will **[name Client as an additional insured / provide a waiver of subrogation]** to the extent its policy allows.

6.3 **Client insurance.** Client is responsible for maintaining property and liability insurance covering the Property and is responsible for risks not assumed by Contractor under this Agreement.

## 7. Liability and Indemnification

7.1 **Limitation of liability.** Except for the excluded matters in Section 7.3, neither Party is liable for indirect, incidental, special, consequential, or punitive damages, and Contractor's total aggregate liability arising out of or related to this Agreement will not exceed the total fees paid by Client to Contractor under this Agreement in the **[NUMBER, e.g. 12]** months before the event giving rise to the liability.

7.2 **Client indemnity.** To the extent permitted by applicable law, Client will defend and indemnify Contractor against third-party claims arising from conditions on the Property that Contractor did not cause, Client's failure to warn of hidden hazards, or Client's use of the Service Areas during a storm against Contractor's reasonable advice.

7.3 **Exclusions.** The limitations in Section 7.1 do not apply to a Party's gross negligence or willful misconduct, or to liability that applicable law does not allow to be limited.

7.4 **Slip-and-fall notice.** Client will promptly notify Contractor in writing of any slip-and-fall or property-damage claim relating to the Service Areas so the Parties can preserve records and cooperate in any defense.

## 8. Term, Termination, and General Provisions

8.1 **Termination for convenience.** Either Party may terminate this Agreement on **[NUMBER, e.g. 30]** days' prior written notice; for seasonal flat-fee arrangements, the Parties will reconcile prepaid amounts on a pro-rata basis.

8.2 **Termination for cause.** Either Party may terminate immediately on written notice if the other Party materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

8.3 **Independent contractor.** Contractor is an independent contractor. Nothing creates a partnership, joint venture, agency, or employment relationship, and Contractor controls the manner and means of performing the Services.

8.4 **Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.5 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

8.6 **Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including extreme weather, equipment failure beyond reasonable maintenance, and material shortages, provided it gives prompt notice and uses reasonable efforts to mitigate.

8.7 **Entire agreement; amendment.** This Agreement, including its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

8.8 **Severability; waiver; counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**CONTRACTOR**

**CLIENT**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE / N/A]**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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