

Four Seasons Services Inc
Acme Snow Removal
PO Box 757
Truckee, CA 96160



2017/2018
Snow Removal Contract

Contact Info:

Name: _____

Mailing Address: _____

Local Address: _____

Home Phone: _____

Cell Phone: _____

Truckee Phone: _____

Email Address: _____

'17-'18 Annual Rate:

Contract is valid from November 1, 2017 - April 23, 2018
Please return one signed contract to Acme Snow Removal
and keep one copy for your records.

Rate before 11/01/17

Rate after 11/01/17: **Add \$50** for snow pole installation.

Please submit payment to **Acme Snow Removal**. Thank-you.

Other Services:

Please contact me regarding:

Snow Shoveling **Defensible Space** **Landscaping**

Terms:

The terms and conditions of this Snow Removal Contract includes the information stated on both sides of this page, and the contractual terms stated on the reverse side of this page are incorporated herein by this reference.

The information on the reverse side of this page is crucially important for you to read and understand to avoid incurring extra fees for snow removal. Please review the terms carefully.

By my signature below, I agree to be legally bound by terms and conditions of this Snow Removal Contract:

Date: _____

Sign: _____

Print: _____

Please print and sign your name above, include the date, and return the executed Snow Removal Contract to Acme Snow Removal along with payment in full. Snow removal services will not commence until payment is received in full.



Snow Removal Contract

Payment & Service: Upon payment of the Contract Price in full and return of this contract signed by Homeowner, Acme Snow Removal (ASR) will clear snow from the driveway at the Driveway Address once per 24-hour period, after 4 inches of snow accumulates on average across the subdivision, from the date of first snow until April 23, 2018. The Contract Price is not refundable.

Service Details: The Driveway Address must be posted and visible. The cleared area will be the paved driveway from the street to the garage doors at the Driveway Address. Snow clearing will stop approximately 24-inches from cars, garage doors, decks, stairs, structures, snow stakes, and other objects in or near the driveway to prevent property damage. Homeowner is responsible for removing the remaining snow. ASR will not return to remove snow left due to obstructions or cars in the driveway until the next date of service.

ASR has sole discretion to determine the route and time of service. Snow berms will be cleared during regular snow removal routes. ASR is not responsible for snow berms, wind drifts, roof avalanches, or snow shoveled from walkways and decks that obstruct the driveway after it has been cleared by ASR. Delays may occur during heavy snowstorms.

Snow removed from the driveway must be stored at the Driveway Address. Homeowner must obtain written permission to store snow anywhere else but the Driveway Address and provide the same to ASR. If there is no more snow storage space at the Driveway Address, Homeowner will be notified, and a portion of the driveway may be used for snow storage. Additional fees will apply to remove snow to an off-site location.

Snow Staking: Snow staking is provided by ASR prior to the winter season. Homeowner shall ensure that all snow stakes remain in place throughout the winter season. At Homeowner's request, ASR will provide additional snow stakes for Homeowner to mark additional and/or new obstacles in the driveway. Homeowner agrees that no unmarked objects will be left in the driveway by anyone and shall mark any altered or obstructed areas of the driveway with snow stakes. If obstacles are present in the driveway and seen by the equipment operator, ASR will not clear the obstructed portion of the driveway. If ASR's snow removal equipment is damaged by unmarked objects in the driveway, Homeowner shall pay \$125 per hour during the time that the snow removal equipment is damaged and being repaired, in addition to any actual cost to repair ASR's damaged equipment.

Extra Work: ASR may provide Homeowner with services outside the scope of this contract (Extra Work), including but not limited to, offsite snow storage, on-call snow removal, or removal of obstructions. Extra Work will be billed at rates agreed to by Homeowner and ASR. Any Extra Work provided is subject to the terms of this contract.

Damages: ASR will repair or replace, at ASR's choice, property damaged by ASR's gross negligence. ASR is not responsible for: pavement chain marks, scratches, or gouges; gravel or dirt movement or accumulations; driveway damage due to poor construction, compaction, or maintenance; unmarked property moved, scattered, or damaged by snow removal operations; property damaged by snow loads resulting from snow removal operations; ice or packed snow on the driveway; and any accident at the Driveway Address not directly involving ASR's equipment. Homeowner waives all damage claims against ASR in excess of the Contract Price.

Collections Costs: In the event that Homeowner owes any amount to ASR, ASR may mail or email an invoice to Homeowner for the amount due. Any invoice is due within 15 days of the invoice mailing date (the "Due Date"). If an invoice remains unpaid after the Due Date passes, ASR will charge, and Homeowner agrees to pay: (i) a late payment penalty of \$50; (ii) 1.5% interest on the unpaid balance, compounded monthly; and (iii) all costs of collection, including attorneys' fees and costs, to collect the unpaid balance from Homeowner. If an invoice remains unpaid after the Due Date, ASR may immediately suspend all contract services and pursue any and all legal remedies available to recover the monies owed to ASR.

Cancellation: ASR may cancel this contract at any time, for any reason, with 2-weeks' notice to Homeowner. In the event of cancellation, Homeowner shall be entitled to a pro rata refund of the Contract Price based on the date.

Recommendations: ASR recommends that all landscaping be winterized to help prevent snow load damage.

Sole Agreement: This Contract is the sole agreement between Homeowner and ASR. Any modification of this Contract must be in writing signed by both Homeowner and ASR.