



502 Hedge Row Lane - Palmyra, PA 17078 • 717-838-2218 • jsproseal.com • john@jsproseal.com

PA065394

ALL FIELDS ARE REQUIRED:

Client: _____

Contact: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Work or Cell:** _____

Email Address_(If Available): _____

Today's Date: _____

The purpose of this Agreement is to set forth the terms and conditions under which ProSeal Asphalt Maintenance Inc. (hereinafter called

"Contractor") will provide snow plow services for Client at the address listed above.

Contractor agrees to perform the following services as outlined in the Snow Plow Agreement. That service will be performed under this agreement

for the time period listed: **2016- 2017 winter** season Snow Plow Agreement terms are as follows: Method and Schedule

Snow will be plowed from all parking lots, from pedestrian walk ways and public entrances after reaching a trigger depth of three (3) inches. Snow

clearance operations will be initiated when, in the best judgment of contractor, conditions are such that snow removal operations are required. When large accumulations of snow are predicted, the contractor reserves the right to begin snow removal before the cession of snow fall. This may require 2 or more visits during a lengthy winter storm (greater than 24 hours).

The application of ice melt or salt to help the process of removal snow will be at the discretion of the contractor at the snow application and material cost. The Contractor assumes no responsibility for cleanup of these materials. Snow will be piled in locations that will not inhibit traffic or occupy parking places that are used by customers or employees. Snow will be piled in areas that will impede drainage. Snow will be plowed the most efficient way possible and will be completed within 24 hours of the end of the snow fall event.

The Contractor will also provide Snow stakes at a price of \$6 each.

This will help to locate park lots, curbs and other obstructions.

Contractor will furnish labor and equipment necessary to perform the above services. The following are the 2016-2017 winter season rates:

Truck Time and Plow Time- \$100.00 / per hr

Snow Blower Hourly Rate- \$65.00

Shoveling Hourly Rate- \$50.00

ATV with Plow hourly Rate- \$75.00

Salting and Material Hourly Rate- \$85.00

Contractor shall not be held liable for any damage due to clients neglect as to the condition of plowing area and/or in keeping the area clean of ALL obstacles, including vehicles and trailers, in any common areas that may interfere with plowing. Contractor shall not be held liable for any type of damage of grass, trees or plants due to snow plowing or salt usage. The Client agrees to have all removable obstacles removed from plowing areas 24 hours prior to snow fall event.

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Contractor reserves the right to refuse plowing services when he determines such conditions as to render it hazardous or unsuitable for Contractor's equipment and may elect to go with an outside contractor due to weather conditions.

The Client agrees to notify Contractor by telephone within twenty-four hours of any dissatisfaction with the snow plow services. Failure to report damages constitutes a waiver and the contractor is released from any and all liability.

An invoice will be provided to the Client via email at the end of snow plow services of said snow fall event with payment to be made within **10 days**. Client agrees to pay a late fee of \$30.00 per month for all payments not made by due date. If the invoice is not paid within thirty (30) days, the Contractor has the option to suspend service until invoice is paid or terms agreed upon. In the event suspension of service occurs, the Contractor will provide in writing via 1st class mail a notice of suspension of service due to unpaid invoice(s).

Once the invoice(s) are paid to include late fees, service will be reinstated at next snow fall event.

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania and constitutes the entire agreement between the parties regarding its subject matter.

Should Contractor be required to engage the services of an attorney in connection with this agreement or to enforce payment hereunder, Contractor shall be entitled to reasonable attorney's or collection fees.

All of the work performed by the Contractor shall be completed in a workman-like manner.

Icy or slippery conditions may exist after snow plowing or deicing is completed. Clinger's Landscaping is not responsible for any death, injury loss or damage of or to persons or property due to non- performance or weather related conditions.

Contractor shall not be liable for any damage due to Client's neglect, vandalism or misuse by any outside party, or Acts of God and/or Nature. The Client's right to repair and replacement are the exclusive remedies and Contractor shall not be liable for damages, whether ordinary, incidental or consequential other than as expressly set forth herein.

ProSeal: _____
John Stanley, Owner 717-228-7910 / john@jsproseal.com

Client: _____ Date Signed: _____
Clients **Name of Business / Owner**

Signature: _____ **Date:** _____