**Snow Plow Services Agreement**

This Snow Plow Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **We Love Snow, Inc./LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers snow plow services and the Client desires to employ the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** As of the Effective Date of this Agreement, the Company will use its professional knowledge, skills, and equipment to provide snow plow services (and salt application to help with safe walkways) to the Client as necessary based on weather conditions (the “Services”) at the property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert street address, city, state, zip]* (the “Property”). The Client warrants and represents that the Client either owns the Property or holds the authority to engage the Company for the Services requested in connection with the Property. The Services shall generally be performed as needed when there is at least one half inch (1/2”) of snow and/or ice covering in order not to damage the paved surface of the Client’s property. When the Services are performed, the Company shall, to the best of its ability, perform them prior to 7:30 am. If the Company for some reason is unable to perform the Services as agreed upon herein when needed, the Company shall notify the Client at its first opportunity and the Client shall not be charged until the Services have been performed.
2. **PAYMENT.** In consideration for the Services, the Client shall pay the Company an amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert amount – for example, Twenty Five Dollars ($25)]* for each instance that the Services are performed (the “Payment”). The Company shall mail via United States Postal Service on the 30th of each calendar month an invoice to the Client for the Payment due for that current month’s Services. The invoice shall be paid by the Client to the Company by the 10th day of the following calendar month. Should the Client fail to pay two (2) consecutive months’ worth of invoices, the Company may assess a ten percent (10%) penalty fee and/or consider termination of this Agreement. It shall be the sole responsibility of the Client to notify the Company prior to the start of the upcoming winter season if the Client does not wish to have the Company performing the Services. If the Company has already performed the Services prior to the Client notifying the Company of its desire to terminate, the Client shall be financially responsible for payment of the Services already performed.
3. **STAFF**. The Company may assign a team of employees (“Employees” or “Employee,” as applicable) to perform the Services. The Company reserves the right to change any Employee assignment and substitute another Employee at any time due to illness or other emergency.
4. **CANCELLATION.** The Parties shall provide the other Party a notice of cancellation of not less than thirty (30) days, unless such cancellation is by the Company for failure of the Client to render Payment as specified above. In such case, termination by the Company may happen immediately.
5. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all state, county, city, and/or municipality licenses and/or permits required to provide the Services.
6. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all Employees have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Employee has any criminal history relating to driving offenses and/or crimes associated with the consumption of alcoholic beverages, child abuse, violence directed at children, crimes against an individual (*i.e.,* battery or assault of any kind), and is not listed as a sex offender on either a federal or state-based registry. Additionally, for purposes of federal immigration law, all Employees have provided the Company with documentary evidence of identity and eligibility for employment in the United States.
7. **RELEASE**. The Client hereby assigns the Company an irrevocable and unrestricted right to use and publish photographs of the Property for editorial, trade, advertising, educational, and any other purpose and in any manner and medium; to alter same without restriction; and to copyright same. The Client releases all claims to profits that may arise from the use of any images. The Company shall not use any images in which people appear.
8. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, city, and/or municipality of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than Five Hundred Thousand Dollars ($500,000) per occurrence and One Million Dollars ($1,000,000) in the aggregate providing coverage for, among other things, commercial auto *[and worker’s compensation – if you have employees]* (or alternatively, a business owners’ policy which covers general liability and commercial property insurance). All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time.

1. **TERMINATION**. This Agreement shall be effective until the Parties mutually decide to terminate the Services. This Agreement may also terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law.
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

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

 **“CLIENT”**

 **JOHN DOE**

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 Signature

 **“COMPANY”**

 **WE LOVE SNOW, INC./LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative