

# Snow Removal Contract

The Parties to this **Snow Removal Contract** (shall be referred as "**Contract**" hereinafter) are as follows;

**The "Contractor"**

**The "Client"**

**WHEREAS** the Contractor is an independent contractor provides snow removal services,

**WHEREAS** the Contractor and the Client has been engaged for the services for the removal of snow for the premises located at \_\_\_\_\_ (shall be referred as "**Service Address**" hereinafter),

**NOW, THEREFORE** the parties hereto agree as follows:

**1. Term of the Contract** - The parties agree that the services shall be rendered covering the period from \_\_\_\_\_ until \_\_\_\_\_. The service to be provided under this Contract is limited to extensive snow clearing twice a week. Extra payment is required if Client needs more.

**2. Price and Payment** - The total amount of services to be provided under this Contract is \_\_\_\_\_. This amount will be paid in two equal installments, the first installment being cash. The first installment will be paid at \_\_\_\_\_ at the latest. Second installment shall be made on \_\_\_\_\_ at the latest. All payments, including extra service request charges, shall be made via \_\_\_\_\_.

The Contractor may suspend the service rendering if the payments are not paid on time. Besides, the Contractor may terminate this Contract immediately by giving notice to the Client due to unpaid installments.

**3. Scope of the Service** - On the first day of service, the Client shall accompany the Contractor to introduce the site. In principle, all paved surfaces, whole garden, stairs, driveways and walking paths shall be cleaned, and also salt or a similar chemical shall be used in order to prevent icing. The Client acknowledges that concrete will crack under normal freezing and thawing stress and that the repair of cracked concrete shall not be the Contractor's responsibility. The Contractor shall not be liable for damage to objects left in the areas to be cleaned. Contractor shall perform all Services diligently and in a good, professional and first class manner, using good quality materials, equipment and sufficient snowplows. The Contractor shall obtain and maintain, at its expense and at all times during the term of this Contract, all necessary licenses, permits, or other authorizations which may be necessary.

**4. Expenses** - All expenses such as fuel, vehicle, etc. arising from the service provided under this Contract are borne by the Contractor. The Contractor cannot demand additional payment from the customer due to snow density, distance change, price increase and similar reasons.

**5. Labor and Safety** - The Contractor shall be responsible for protecting its staff, workers, and shall be responsible for the materials used in the performance of the duties of its employees. The Contractor is exclusively responsible for the payment of all kinds of wages and labor receivables of the workers.

**6. Independent Contractors** - The parties are independent contractors. Neither party shall be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other.

**7. Assignment** - No party may assign either this Contract or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

**8. Non-waiver** - No waiver shall be considered to have been exercised by any party to this agreement unless the waiving party has executed and signed such a waiver by the said party.

**9. Governing Law and Dispute Resolution** - The execution, effectiveness, construction, performance, amendment and termination of this Agreement and the resolution of disputes hereunder shall be governed by the formally published and publicly available laws of the State of \_\_\_\_\_.

**The Contractor**

**Signature**

\_\_\_\_\_

**The Client**

**Signature**

\_\_\_\_\_



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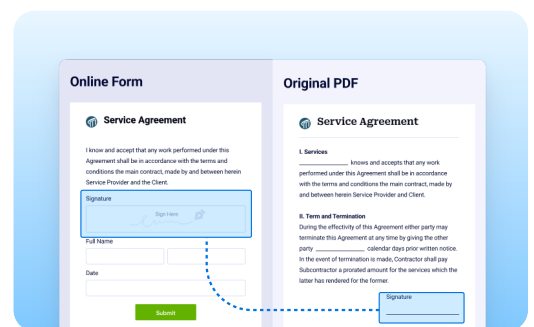
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