



Snow Plowing Proposal

Winter 20__ to 20__

Company Name
123 Main St
(555) 123-4567
email@company.com

During the winter a normal overnight snowfall is three inches or more. Afternoon plowing will be done if normal daytime snowfalls of three inch or more occur.

Two payment plans are available. The first is a seasonal contract. The total cost for plowing service for the 20__-20__ winter season (Nov. 1, 20__ – April 30, 20__) is \$_____ plus tax. Payment, made in two equal payments of \$_____ plus tax, would be due by the 30th of October and December 20__. However, each payment made on time will be discounted to \$_____ plus tax, making the total discounted cost \$_____ plus tax.

The second payment plan is on a per time basis. At the end of each month you will be billed \$_____ plus tax for each plowing you receive. Payment is due by the 15th of the following month. However, if payment is made by the 10th of the following month, a discount will bring the cost per plowing down to \$_____ plus tax. Discount is only available on accounts paid in full to date.

This proposal is valid until October 15, 20__, or until XXXX Company routes are full, whichever comes first unless accepted prior. Time slots will be reserved on a "first come, first served" basis. This agreement runs for the entire winter season. Sanding service is available at a cost of \$_____ per application plus the retail cost of any sand or salt used. If your driveway is not paved XXXXX Company will not be responsible for stone, gravel, turf, or mud that gets displaced. Service charge on accounts past due is 2% per month. The above cost covers the plowing of normal snowfall only. Should conditions occur in which deep or heavy snow falls and XXXXX deems it necessary to use special equipment or techniques, and / or more time to move the snow, XXXXX Company will charge additionally for this service. Further, under these unusual conditions, or if the snowfall is too close to the expected completion time, the driveway or lot may be cleared later than usual. Notice to per time customers: XXXXX Company will reserve a time slot just for you. Thus, XXXXX Company expects to get paid for that time slot each time 3" or more snow falls and we send our trucks out to plow. If we get to your driveway and it has already been cleared by someone other than XXXXX Company, we will still charge the regular price for that time slot.

Special events not covered by the above prices:

- Deep Snow (over 10")
 - Ice Storms
 - Fast Accumulating Snow
 - Wet heavy Snow
 - Any winter event that requires XXXX Company to use special equipment or techniques, and / or more time to move the snow.
- Should one of the above special events occur, I request that XXXX Company do either of the following:



Perform the extra work as soon as possible and charge me as XXXX deems fair and reasonable. I realize that there may be some delay in clearing my area due to the conditions.



Do not perform any work that incurs extra charges without my contacting XXXX Company and advising you how to proceed. Skip my plowing. I realize there will be a significant delay in the plowing of my area (a few hours to several days, depending on the severity of the conditions) even if I call during the storm.

To confirm that you want XXXX Company to provide you with snow plowing service for the upcoming season, initial how you would like special events handled above, check the appropriate box below to indicate whether you want the seasonal contract or the per time rate, sign below and return one copy. By signing you agree to the terms and conditions on both sides of this agreement.



Per time Plowing Rate **OR**



Seasonal Contract Rate

Sign Here

Date

Print Name

Title





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Terms and Conditions

This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to date of this agreement.

"Per Plow" rate is for snow accumulations up to 7" (approx). Accumulations greater than approximately 7" may result in additional charges to compensate for additional time required to adequately clear snow from lot. Customer understands that plowers may have to go thru lot once to clear heavy snow and then re-plow lot to clear remaining snow. Customer understands that this may result in additional charges for that particular snowfall. Customer agrees to pay such additional charges.

All plowings shall be considered "full plows" unless otherwise agreed upon by the parties hereto, prior to plowing being done. Partial plows may be charged at a pro-rated lower amount than that quoted – depending upon amount of work required. Quoted rate is for snow plowing of parking areas (or driveways) only. Unless specifically stated, sidewalk snow removal is not part of quoted rate. Quoted rate does not include salt spreading services or front end loader services, however these services are available at additional charge.

Quoted rate is for plowing that is done as part of regular service when all other accounts are being checked or plowed. Special request plowing (for example – a phone request to plow a driveway or lot at mid afternoon) is subject to a minimum charge. This is due to the fact that our driver's get paid a one hour minimum when called out for "special plowings." Customer to be advised of possibility of minimum charge at time of "special request."

The owner of the property is presumed to know their own property boundaries. The owner will clearly stake the areas to be plowed. In the event the areas staked are erroneous, the owner agrees to defend and hold harmless the contractor for any and trespasses or damage that may result from the owner's failure to properly stake his property.

XXXX Company will exercise its best judgment based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and XXXX Company assumes no liability for Acts of God. Reports of damages must be reported to the contractor within forty-eight (48) hours. Failure to report damages constitutes a waiver and the contractor is released from liability.

Customer agrees to allow XXXX Company to decide if snowplowing is warranted based upon snow accumulations at customer particular location. Customer understands that snow accumulations may vary throughout the "insert city here" area, and that accumulations in one section of the "insert city here" are not necessarily indicative of the accumulation at the customers' particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location. In any event customer agrees to allow XXXX Company to decide if snowplowing is necessary.

Accounts that are past due will not be plowed until account is brought up-to-date. Customer understands and accepts the fact that the delays in payments made to XXXX Company may result in appropriate legal action being taken to collect monies owed to XXXX Company. Customer understands and agrees that costs of such legal action, including without limitation lawyers fees, costs, and expenses of suit or bringing suit, may be passed on to the customer, and customer accepts this condition. Contract shall be binding inure to the benefit of the parties and their heirs, executors, administrators, and assigns.

Customer understands that plowing (or salting) of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing (or application of salt). Customer understands that XXXX Company assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

If sidewalk snow removal is selected as an option: Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. Customer agrees and understands that XXXX Company reserves the right to stop working in these sever conditions (without penalty) so as not to force unsafe conditions upon our employees. This contract is cancelable upon written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation.

