



*Robbins Landscaping, Inc.*

1820 Ruffin Mill Circle  
 South Chesterfield, VA 23834  
 (804)748-3978 FAX (804)748-6007  
 www.robbinscaping.com

|                   |        |
|-------------------|--------|
| Agreement with:   | Date:  |
| Street:           | Phone: |
| City, State, Zip: |        |

| <b>2017 - 2018 Snow Management Agreement Effective November 15, 2017 – April 15, 2018</b> |  |
|---|--|
|   | <p><b>Snow Management Pricing</b></p> <p>\$135.00 per hour for Truck Snow Plowing 8’ Plow / Truck Spreader</p> <p>\$215.00 per hour for Skid Steer Plowing with Plow Box and Bucket</p> <p>\$35.00 per bag for De-Icing Material</p> <p>\$60.00 per hour for Hand Shoveling / Snow Blowing / Bucket Spreading of De-Icing Material</p> <p>\$75.00 Snow staking – one-time charge to be billed with first invoice</p> <p>Services will commence once snow and ice accumulations reach the depth agreed upon in the Scope of Work portion of this contract.</p> <p>Customer acknowledges that product and material shortages or other circumstances beyond Contractor’s control may require Contractor, if Contractor finds it necessary or expedient to do so, to make material/substance substitutions and/or modifications to the substance mix. Customer acknowledges that in the case of significant or prolonged snow events, Contractor may find it necessary to use Sub-Contractors to complete the work as agreed upon.</p> <p>By signing below both parties agree to obligations within the attached Agreement, including the contract Terms &amp; Conditions, Scope of Work, and Pricing Structure sections. No person has authority to make any claim, representation, promise or condition on our behalf that is not documented within the attached Agreement. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications, involving extra costs will become an extra charge over and above the estimate. All invoices to be paid within 10 days of receipt.</p> |
|   | <b>2” Snow Accumulation Depth</b>  |
|   | <b>0.25” Ice Accumulation Depth</b>  |
|   | <input type="checkbox"/> <b>Do not use standard de-icing products on my property</b>   |

Signature: \_\_\_\_\_

Agreement Date: \_\_\_\_\_

RLI Authorized Signature: \_\_\_\_\_



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## SNOW MANAGEMENT DISCLOSURE

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### Scope of Work:

Snow Management services will be provided for all paved driving lanes and concrete sidewalks.

Snow Management will be provided automatically when snow accumulation reaches two inches or ice accumulation reached .25 inches. During prolonged snow events, snow management deemed necessary by the Contractor shall be performed as needed to best manage the event.

The spreading of sand and de-icing material on drives and sidewalks is at the discretion of the Contractor. If the Contractor is not allowed to sand and/or apply de-icers at his discretion, the burden of liability for any accidents and injuries will fall solely on the Owner.

Snow staking is provided as an additional service. Stakes will be placed at curb lines and at obstacles which may be obscured by snow coverage to improve visibility.

**Option: The Owner must specify that standard de-icing products are not to be used at the property.** Please check box below approval signature (see next page).

### Additional Terms and Conditions:

Contractor is unable to guarantee a specific time of service visit(s). Service is performed based on the most efficient geographical routing order and is typically performed within a 24 hour period following the weather event under normal conditions. During prolonged snow events, resulting in heavy accumulation totals, multiple visits may be required for adequate and complete clearing of snow from paved driving lanes and concrete sidewalks.

Contractor warrants that he will use equipment which is in good working and safe order which is accepted by the commercial market as regularly utilized in the performance of the work specified by this contract.

Contractor will not assume responsibility for damages to vehicles left unattended in the drive areas. If a vehicle is parked in its designated parking space and is thought to



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have been damaged by any of the Contractor's equipment, the Contractor will have to be notified immediately (within a 48 hour period) and a representative of the Contractor sent out to access the damages before assuming any responsibility.

Contractor will not be held responsible for any damage to Owner's property, personal injuries, or other liability arising out of acts outside of Contractor's control, including but not limited to vandalism, flood, fire, wind, hail, rain, heavy snow, freezing, lack of de-icer availability, or other natural causes or acts of persons other than Robbins Landscaping Inc.'s employees or agents. Contractor will also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of the application of de-icing agents (even those designated safe for use in or on such areas).

Contractor will not be held responsible for the removal of ice or any injuries to persons or property resulting from falls, slips, sliding, or skidding accidents, etc. *The Owner shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from falls, accidents, or personal injury, etc, caused in whole or in part by winter season hazards, snow and icy conditions.*

Owner understands and agrees that the work to be performed by Contractor involves the mechanical removal/blowing of snow on the property and, the Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for the removal of ice from the property.

Contractor is not responsible for accumulation of blowing or drifting snow after the site has been cleared. Contractor is not responsible for snow pushed back onto the property by municipal or other independent snowplowing operations. Upon request from the Owner, Contractor will re-clear these areas for an additional charge.

All mobilization of equipment and manpower are charged portal to portal. The Owner should be aware that many times during snow conditions, it may take the crew an



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extended period of time to reach the property site. The Owner agrees to pay the cost of this mobilization time and all services performed at the rate listed on the proposal.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

RLI AUTHORIZED SIGNATURE: \_\_\_\_\_