

SNOW REMOVAL CONTRACT

1. 1. Parties, Property, and Serviced Areas

This Snow and Ice Management Contract (the "Contract") is entered into on [EFFECTIVE DATE] between [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"), and [SNOW CONTRACTOR NAME], a [ENTITY TYPE] located at [CONTRACTOR ADDRESS] (the "Contractor"). Services will be provided at [SERVICE ADDRESS] (the "Property"). The areas to be serviced are: [SERVICED AREAS, e.g., the main parking lot of approximately [SQUARE FOOTAGE], the north and south drive aisles, the loading dock apron, the front entrance walk and stairs, the sidewalk along [STREET NAME], the trash enclosure approach, and [NUMBER] handicap accessible spaces and access aisles]. Areas expressly not serviced include: [EXCLUDED AREAS, e.g., private balconies, roof and canopy snow, unpaved surfaces, employee-only side entries, and any area not shown on the site map]. A site map identifying the serviced areas, snow stacking locations, and hazards is attached as Exhibit A.

2. 2. Term and Season Dates

This Contract covers the winter season beginning [SEASON START DATE, e.g., November 1] and ending [SEASON END DATE, e.g., April 15] (the "Season"). Services provided outside those dates are billed at [OFF-SEASON RATE] and only if the Contractor accepts the request. This Contract [RENEWS AUTOMATICALLY FOR SUCCESSIVE SEASONS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL AT LEAST [NON-RENEWAL NOTICE, e.g., 30 days] BEFORE THE SEASON START DATE / DOES NOT RENEW AUTOMATICALLY AND MUST BE RENEWED IN WRITING]. If it renews automatically, the Contractor will provide the pricing for the coming Season in the renewal notice, and a price change takes effect only if disclosed there. Either Party may terminate mid-Season for a material breach not cured within [CURE PERIOD, e.g., 5 days] after written notice; a seasonal fee is prorated on termination based on events serviced to date.

3. 3. Trigger Depth and Service Standard

The Contractor will service the Property when snowfall accumulation on the serviced surfaces reaches [TRIGGER DEPTH, e.g., 2 inches], measured at [MEASUREMENT LOCATION, e.g., an agreed reference point on the Property] or as reported by [WEATHER SOURCE, e.g., the nearest National Weather Service reporting station]. During a continuing storm, the Contractor will return for additional passes each time accumulation again reaches the trigger depth, or on a continuous basis where the storm requires it. Walkways, stairs, and building entrances will be cleared and treated at [WALKWAY TRIGGER, e.g., 1 inch] or whenever ice is present, regardless of accumulation. The Client may request service below the trigger depth, which is billed at [BELOW-TRIGGER RATE]. The service standard is to clear the serviced areas to a reasonably safe condition for their intended use; the Contractor does not guarantee bare pavement, and residual snow pack, refreeze, and slippery conditions can persist despite proper service.

4. 4. Response Time and Service Windows

The Contractor will begin service within [RESPONSE TIME, e.g., 4 hours] after the trigger depth is reached, and will use commercially reasonable efforts to complete the serviced areas before [COMPLETION TARGET, e.g., 7:00 a.m. on a business day, or the opening time of the Property]. Priority order is: [PRIORITY ORDER, e.g., 1. main entrance walks and accessible parking, 2. drive aisles and fire lanes, 3. general parking, 4. secondary walks and loading areas]. During a declared snow emergency, a storm producing more than [EXTREME EVENT DEPTH, e.g., 12 inches], freezing rain, drifting conditions, or consecutive back-to-back storms, response times are

targets rather than guarantees and the Contractor will service properties in the order of its route and its priority classification. The Contractor will notify the Client if it expects to exceed the response time materially. The Client will not rely solely on the Contractor for immediate hazard response and will maintain its own means of addressing an urgent condition between visits.

5. 5. Pricing Structure

The Parties select the following pricing structure: [PRICING MODEL]. Per event: [PER EVENT PRICE] per plowing visit for accumulation between [TIER 1 RANGE, e.g., 2 and 6 inches], [TIER 2 PRICE] for [TIER 2 RANGE, e.g., 6 to 12 inches], and [TIER 3 PRICE] for accumulation above [TIER 3 THRESHOLD], with each additional pass during a continuing storm billed as a separate event. Seasonal flat rate: [SEASONAL PRICE] for the Season regardless of the number of events, payable [SEASONAL PAYMENT SCHEDULE, e.g., in [NUMBER] equal monthly installments from [FIRST INSTALLMENT MONTH] through [LAST INSTALLMENT MONTH]], with a cap of [EVENT CAP, IF ANY] events after which additional events are billed at [OVER-CAP RATE]. Hourly: [HOURLY RATE] per hour per truck or [SIDEWALK CREW RATE] per hour per sidewalk crew, with a minimum of [HOURLY MINIMUM] per dispatch. The Client acknowledges that a seasonal rate places the risk of a heavy winter on the Contractor and the risk of a light winter on the Client, and that a per-event structure reverses that allocation.

6. 6. Salting, Sanding, and Ice Melt

Ice control is [INCLUDED IN THE PRICING ABOVE / BILLED SEPARATELY] as follows: bulk rock salt applied to drive aisles and parking at [SALT PRICE, e.g., per application or per ton applied], treated salt or liquid brine at [TREATED PRODUCT PRICE], calcium chloride or a walkway-safe ice melt applied to walks and stairs at [WALKWAY ICE MELT PRICE], and sand or grit at [SAND PRICE]. Applications are made [APPLICATION TRIGGER, e.g., after each plowing event, when ice or freezing conditions are present or forecast, or on request]. The Client acknowledges that chloride-based products lose effectiveness below approximately [LOW TEMPERATURE LIMIT, e.g., 15 to 20 degrees Fahrenheit], that no product eliminates the possibility of ice, and that repeated application can affect concrete, vegetation, and metal. The Contractor will apply products at reasonable rates consistent with conditions and will document the product, quantity, and time of each application. Anti-icing applied before a forecast event is billed at [PRE-TREATMENT PRICE].

7. 7. Snow Stacking, Hauling, and Site Preparation

Plowed snow will be stacked in the locations shown on the site map in Exhibit A, selected to preserve sight lines, fire lanes, hydrants, accessible parking, and drainage. The Client acknowledges that stacking consumes parking spaces and that piles create meltwater that can refreeze in traffic areas. When stacking capacity is exhausted or a pile creates a hazard, snow relocation on site is billed at [RELOCATION RATE] and off-site hauling is billed at [HAULING RATE] plus disposal fees, each performed only with prior authorization from the Client. Before the Season, the Client will mark or allow the Contractor to mark curbs, islands, drains, sprinkler heads, low walls, bollards, and other hidden obstructions, and will identify any surface, such as decorative pavers, stamped concrete, or heated walkways, requiring special handling. The Contractor is not responsible for damage to unmarked or improperly marked obstructions, or to items concealed by snow that were not identified before the Season.

8. 8. Service Documentation and Weather Records

The Contractor will maintain a service log for each event recording the date, arrival and departure times, areas serviced, equipment used, personnel on site, the product and quantity applied, and the conditions observed on arrival and departure, and will retain those records for at least [RECORD RETENTION PERIOD, e.g., three years] after the end of the Season. Copies will be provided to the Client [DOCUMENTATION FREQUENCY, e.g., with

each invoice, or on request] and, where available, will be supported by time-stamped photographs or GPS records. The Parties acknowledge that these records are the primary evidence in any claim arising from a slip, fall, or vehicle incident on the Property and will each preserve them, together with weather data for the relevant dates, on notice of any such claim. The Contractor will notify the Client of any condition it observes that it cannot remedy under this Contract, including standing water, failed drainage, damaged pavement, ice from a roof or downspout, or an area it cannot access.

9. 9. Payment Terms

Per-event and hourly services are invoiced [INVOICE FREQUENCY, e.g., after each event or twice monthly] and are due within [PAYMENT TERM, e.g., 15 days] of the invoice date. Seasonal fees are due according to the installment schedule in Section 5 regardless of the number of events serviced in a given month, since the seasonal price is an allocation across the whole Season rather than a payment for the events in any one period. Payment is made by [PAYMENT METHOD]. Amounts unpaid after the due date accrue interest at [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less, and the Contractor may suspend service after [SUSPENSION NOTICE, e.g., 10 days] written notice of nonpayment, subject to the safety notification in Section 13. The Client will raise any invoice dispute in writing within [DISPUTE WINDOW, e.g., 10 days] and will pay undisputed amounts on time. Salt and fuel surcharges, if any, are [NOT APPLICABLE / APPLIED AS FOLLOWS: [SURCHARGE TERMS]].

10. 10. Equipment, Subcontractors, and Personnel

The Contractor will supply all trucks, plows, loaders, blowers, spreaders, hand tools, fuel, and material required to perform the services and will maintain that equipment in safe working order with functioning lights and warning beacons. The Contractor may use subcontracted operators to meet demand during large events and remains fully responsible for their work, conduct, insurance, and payment. Operators will be trained in the site map and hazards of the Property before the first event. The Contractor will operate at safe speeds appropriate to conditions and pedestrian presence, will avoid blocking fire lanes, hydrants, and accessible routes, and will not push snow onto adjacent property, into the public right of way where prohibited, or over drains and catch basins. The Contractor will report any equipment fluid leak on the Property immediately and will clean and remediate it at its cost.

11. 11. Property Damage and Repairs

The Contractor will exercise reasonable care and will use plow shoes, skid protection, or comparable measures where appropriate to limit surface damage. The Contractor is responsible for damage it causes through negligence to curbs, pavement, structures, vehicles, and landscaping, and will notify the Client in writing within [DAMAGE NOTICE PERIOD, e.g., 24 hours] of any damage it causes or observes. The Client will report suspected damage within [CLAIM WINDOW, e.g., 72 hours] of the event, or within [SPRING CLAIM WINDOW, e.g., 14 days] after the Season ends for turf and landscape damage that is not visible until snowmelt, so the cause can be evaluated. The Contractor is not responsible for damage to unmarked obstructions, for pre-existing deterioration of pavement and curbing, for surface scarring inherent in plowing, for corrosion or vegetation impacts from ice control products applied at reasonable rates, or for damage caused by others or by the freeze-thaw cycle. Turf damage caused by plowing will be repaired by [TURF REPAIR RESPONSIBILITY AND TIMING, e.g., the Contractor at the start of the following growing season].

12. 12. Insurance and Indemnification

The Contractor will maintain commercial general liability insurance of at least [GENERAL LIABILITY LIMIT, e.g., \$1,000,000 per occurrence and \$2,000,000 aggregate], automobile liability of at least [AUTO LIABILITY LIMIT] covering all vehicles used, workers compensation at statutory limits, and, where required, umbrella

coverage of [UMBRELLA LIMIT] and snow and ice management coverage that does not exclude completed operations for this work. The Client will be named as an additional insured on the general liability policy, and certificates will be provided before the first event and on each renewal. To the fullest extent permitted by applicable law, each Party will defend and indemnify the other against third-party claims to the extent caused by its own negligent acts or omissions; neither Party indemnifies the other for the sole negligence of the indemnified Party, and this obligation applies only as permitted by the anti-indemnity law of the state where the Property is located. The Client will maintain its own premises liability coverage and will not rely on the coverage of the Contractor as its sole protection.

13. Allocation of Risk for Slip and Fall

The Client remains the party in possession and control of the Property and retains responsibility for the overall safety of its premises, including monitoring conditions between events, posting warnings, closing hazardous areas, maintaining lighting and drainage, addressing ice from roof runoff, downspouts, and gutters, and applying ice melt in an emergency between visits. The Contractor is responsible for performing the services described in this Contract with reasonable care and in accordance with the trigger depths, response times, and documentation requirements above, and is responsible for a claim to the extent it arises from its own failure to do so. The Client acknowledges that snow and ice conditions can be created by refreeze, drifting, meltwater, pedestrian and vehicle traffic, and weather occurring after a service visit, and that a properly serviced surface may still be slippery. Neither Party is liable to the other for indirect or consequential damages, and nothing in this section limits the obligation of either Party to any third party or shifts a duty that applicable law places on the possessor of the premises.

14. Governing Law, Force Majeure, and General Provisions

This Contract is governed by the laws of the State of [GOVERNING STATE]. Disputes will be discussed directly, then mediated in [MEDIATION LOCATION], before any proceeding in the courts of [VENUE COUNTY AND STATE], with the prevailing Party entitled to reasonable attorney fees. Neither Party is liable for failure to perform caused by events beyond its reasonable control, including a declared state of emergency, road closures, an extreme weather event exceeding the design capacity of the equipment of the Contractor, equipment failure despite reasonable maintenance, and shortages of salt or fuel; in those circumstances the Contractor will perform as soon as conditions reasonably permit and will notify the Client. This Contract, with Exhibit A, is the entire agreement between the Parties for winter services and replaces prior proposals and verbal arrangements; amendments must be in writing and signed by both Parties. Neither Party may assign it without written consent, except to a successor acquiring substantially all of its business.

15. Signatures

By signing below, both Parties confirm they have read this Contract and the site map in Exhibit A, understand them, and agree to be bound as of the Effective Date. CLIENT: [CLIENT NAME]. Signature:

_____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE].

CONTRACTOR: [SNOW CONTRACTOR NAME]. Signature: _____.

Printed Name: [CONTRACTOR SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This Contract may be executed in counterparts, and electronic signatures have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Premises liability for snow and ice differs substantially between states, including whether a natural accumulation rule applies, how much duty can be delegated to a contractor, and whether indemnity and limitation of liability provisions in a snow

contract are enforceable; several states restrict or void indemnity clauses in snow removal agreements specifically. Insurance requirements for this work are also specialized. Review and adapt this document for your jurisdiction, and consult a licensed attorney and your insurance broker before using it. Use of this template does not create an attorney-client relationship with ScanContract.

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