

**VERHULST NURSERIES, LLC
SNOW REMOVAL CONTRACT
2021 -2022 SEASON**

Proposal Submitted To: _____

Address for Services: _____

Snowplowing agreement for Season November 1 , 2021 thru April 1 , 2022

- Snow will be removed from driveway located at the property when **three (3) inches** of snow has accumulated on the pavement
- Vehicles left in the driveway will be plowed around.
- Unlimited Season Package: Customer will pay \$_____ **plus tax** for snow removal Services for the season, regardless of the number of times property is plowed. Full Amount is due upon customer signing this agreement.

Special Instructions: (agreed upon by both parties) _____

Acceptance of Contract: Customer and VerHulst Nurseries, LLC acknowledge and accept the Terms set forth above:

CUSTOMER SIGNATURE:

VERHULST NURSERIES, LLC

BY _____

CONTRACT & CHECK TO BE MAILED TO:

***VerHulst Nurseries, LLC
2031 English Road
Rochester, NY 14616***

*only this signed page must be returned, customer keeps details on page 2

1. Snow removal will be performed by use of a tractor and an inverted snow blower by VerHulst Nurseries, LLC.
2. Customer represents and warrants that Customer is the owner of, or agent for owner of the property to be serviced.
3. Prior to the beginning of service VerHulst Nurseries, LLC shall stake the boundaries of the Service areas. Customer shall notify VerHulst Nurseries, LLC in writing within 3 days if stakes need to be adjusted or replaced.
4. **Due to variations in snowfall rates and timing of snowfall, VerHulst Nurseries, LLC cannot guarantee snow removal by certain times. *see www.cobblecreekfarm.net for details***
5. Customer acknowledges that services may not remove all snow and slippery and dangerous conditions may continue to exist or reoccur after service is performed. VerHulst Nurseries, LLC disclaim, and customer assumes, any and all liability for naturally occurring conditions.
6. Customer shall defend, indemnify and hold VerHulst Nurseries, LLC harmless from any and all liabilities, losses, damages, claims, suits, costs and expenses, without limitation injury to any person or damage to any property arising out of customer's breach of its representations, warranties or covenants under this agreement, VerHulst Nurseries, LLC performs of the services under this agreement except any liability or loss caused by gross negligence, willful misconduct or breach of this agreement by VerHulst Nurseries, LLC.
7. Customer assumes all risk and liability resulting from any damage to its property arising from VerHulst Nurseries, LLC performance of its services, including, but not limited to, damage to asphalt/concrete manholes, catch basins, sidewalks, curb, and landscaping, except if damage results from gross negligence, willful misconduct or breach of this agreement by VerHulst Nurseries, LLC.
8. VerHulst Nurseries, LLC will repair lawn damage caused by snow removal equipment at the end of the 2021 to 2022 season.
9. Any changes in this agreement must be in writing and agreed to by all parties.
10. This agreement may be terminated by either party upon 10 days written notice prior to the start of the season. Termination by VerHulst Nurseries, LLC may be for non-payment or breach of this agreement by customer immediately.