



PROFESSIONAL LANDSCAPE AND LAWN CARE  
6810 EAST SENECA TURNPIKE • JAMESVILLE, N.Y. 13078 • (315) 469-0000

Attn: Mr. Sample Contract  
The Wantmore Company  
1234 Snowbelt Lane  
Goodville, NY 12345

June 26, 2006

**PROPOSAL FOR SNOW PLOWING WINTERS OF**  
**2005-2006 & 2006-2007**

During the following two winter seasons, our snow plowing services will include plowing the parking lot and driveway(s) prior to \_\_\_\_\_ am following a normal overnight snowfall of 2-3" or more. Afternoon plowing will be done if normal daytime snowfalls of 2-3" or more occur. Plowing will be performed \_\_\_\_\_ days of the week.

Two payment plans are available. The first is a seasonal contract. The total cost for plowing service for the each of the following two winter seasons (Nov. 1st to Apr. 30th) is \$\_\_\_\_. plus tax. Payment, made in six equal monthly payments of \$\_\_\_\_. + tax each year, would be due by the 15th of each month beginning November 15th of each year. However, each payment made by the 10th will be discounted to \$\_\_\_\_. plus tax, **thus making the total discounted cost \$\_\_\_\_. + tax for that year.**

The second payment plan is on a per time basis. At the end of the 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. The discount is only available on accounts paid in full to date.

This proposal is valid until September 30, 2005, or until Pro Scapes plow 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 two entire winter seasons. Salting service is available at a cost of \$38. per application plus the retail cost of any r salt used. Routine salting will not be performed unless separate "sanding/salting clarification agreement" is signed and returned. If your driveway is not paved, Pro Scapes 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 Pro Scapes deems it necessary to use special equipment or techniques, and/or more time to move the snow, Pro Scapes will charge additionally for this service. Further, under these unusual conditions or if the snowfall is too close to the expected completion time, the pavement may be cleared later than usual. Notice to per time customers: Pro Scapes Inc. will reserve a time slot just for you. Thus, Pro Scapes Inc. expects to get paid for that time slot each time 2-3" or more snow falls and we send our trucks out to plow. If we get to your pavement and it has already been cleared by someone other than Pro Scapes, 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
- Any winter event that requires Pro Scapes Inc. to use special equipment or techniques, and/or more time to move the snow
- Fast Accumulating Snow
- Wet Heavy Snow

*Should one of the above special events occur, I request that Pro Scapes Inc. do the following:*

Initial your choice

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

OR

Don't perform any work that incurs extra charges without my contacting Pro Scapes to advise 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 Pro Scapes Inc. to provide you with snow plowing service for the next two winter seasons, 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 \_\_\_\_\_

**DEFINITIONS:** The following terms on this agreement relate to service and charge methods. **Overnight snowfall:** Snow that accumulates to the specified amounts prior to 2:00 am (may include snowfall just after afternoon plowing was completed). **Daytime snowfall:** Snow that accumulates to the specified amounts prior to 11:00 am (may include snowfall just after morning plowing was completed). **Normal:** A snowfall predicted 12 hours in advance with up to 10" of accumulation. **Later plowing schedule:** A program in which customers are plowed later than our regular schedule. Morning plowings are usually by 12:00 noon following a normal overnight snowfall and Afternoon/Evening plowings are usually by 8:00 pm following a normal daytime snowfall. **Pro Scapes** stands for Pro Scapes Inc. **You** means customer.

**SERVICE OBJECTIVES: Residential Plow Service:** To plow snow off of driveways following normal snowfalls so customers can leave/enter their homes by car. Plowing is scheduled for prior to 7:00 am & 5:30 pm respectively unless otherwise noted. **Business plow service:** To plow snow from parking lots & driveways in the morning following a normal overnight snowfall so customers & employees can drive in the parking lots. Plowing will be scheduled for the time specified in this contract. Pro Scapes will plow normal daytime snowfalls in the early afternoon as it deems necessary to keep parking lots and driveways usable. **Both Residential & Business:** Snowfalls at other times are not covered by this service unless specified in writing. If you request plowing at other times you will be charged additionally for that special service. Service may not be available at all times. In order to be dependable and safe, Pro Scapes requires time for our drivers to rest and equipment to be serviced between plowings. We will use our judgment based on the information we have to determine whether or not to start plowing. Understand that knowing if and when to plow is the most difficult aspect of providing service. We observe the weather at our location and at a few other sites within our plowing territory. We make our decisions based on that information. If your location gets heavier snowfall or drifting and we are not aware of it, you may need to call us to get service. If you reach our answering machine, leave a message. We monitor messages often. If we reach plowable accumulations of snow after our normal start time, your plowing may be later than usual or may be carried over until the next plowing period. Your plow time may be affected by late snowfall, wet heavy snow, deep accumulations of snow, fast accumulating snowfall, slow moving traffic, ice storms or other unforeseen and/or uncontrollable circumstances.

**SPACE:** Pro Scapes' plow operator will plow as close to garage doors, sides of the driveway and other obstacles as the driver deems safe. To avoid damage, there will always be a strip of snow in front of garage doors that will not be plowed. If there is a car blocking part of your driveway, Pro Scapes will plow whatever areas the driver deems safe. You will be charged the regular price for the work. If the car is moved and the customer requests Pro Scapes to replot the driveway to clear the blocked area, there may be an additional charge. The price for your plowing is based on Pro Scapes being able to plow the snow into the area of its' choice. If this area is blocked or we are unable to plow the snow to that area for any reason, plowing may not be completed to the normal sized area and/or there may be additional charges. If Pro Scapes runs out of room to plow the snow in the usual manner, Pro Scapes will charge additionally to bring in payloading equipment and relocate the snowbanks on your site. On trash day, Pro Scapes recommends not placing trash cans or trash bags in driveway or where snow is plowed since Pro Scapes will have to plow around them, not manually move them.

**MARKER STAKES:** Pro Scapes may install marker stakes along your driveway and/or parking lot to help protect the lawn and other property from plow damage. Customer agrees not to remove these stakes. Pro Scapes will return in the spring to collect them. Pro Scapes reserves the right to charge \$3. per plow stake that is missing or broken.

**DAMAGES:** In the spring, Pro Scapes will automatically check for lawn damage (Customers can call for confirmation ). After May 1st, Pro Scapes will reseed its' plow damage to any lawn area surrounding paved areas. The customer is responsible to water the seeded areas. In the event that other types of damage are found, Pro Scapes must be notified at once and prior to any repairs. If Pro Scapes is responsible for damage to property, Pro Scapes will have the option of repairing the damage or hiring a contractor to make repairs. Pro Scapes will make sure that all repairs are performed properly. The customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Customer understands that snow plowing by its' very nature involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved or was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Pro Scapes is not responsible for any damages to pavement or curbs. Customer is responsible for all damage caused to and/or by objects hidden in the snow.

**SANDING/SALTING:** Sanding and/or salting service is available at additional cost. If the customer does contract with Pro Scapes for this service, the customer remains responsible for determining & requesting such service. If you request, Pro Scapes will provide the service automatically at times when Pro Scapes happens to be aware of conditions at customer's site. However, the customer retains the responsibility for monitoring conditions at customer's site and notifying Pro Scapes.

**SIDEWALK SHOVELING:** If sidewalk snow shoveling is offered and selected as an option, the customer understands that the sidewalk clearing crew may not work safely if temperature and/or wind conditions create temperatures or windchill below 0 degrees Fahrenheit. Customer understands and agrees that Pro Scapes Inc. has the right to stop all outdoor manual labor including snow shoveling in these severe conditions so as not place our workers at risk. Normal work will commence after temperatures and windchill factors have returned to a safe range.

**MISCELLANEOUS CONDITIONS:** Pro Scapes Inc. reserves the right to add a surcharge to cover cost increases in fuel, materials, insurance or any other unanticipated cost increase beyond our control. All work will be performed using Pro Scapes' standard methods and practices. Customer agrees to pay for all services performed. There is a minimum \$30. fee for all returned checks. If it becomes necessary for this account to be turned over to an attorney or collection agency in order to collect payment, the customer is responsible to pay all attorney & agency fees and/or court costs. In the event that the customer fails to pay by the terms of this agreement, Pro Scapes will have the option of delaying or suspending services. Under these circumstances, the customer is still responsible to pay for all agreed upon services and/or time slot in full. For the purpose of billing, Pro Scapes' records and judgment will be the final determination as to whether or not a past plowing was necessary and/or billable. Customer understands that plowing and/or shoveling, and/or sanding and/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 and/or shoveling and/or sanding and/or salting. Customer understands that Pro Scapes Inc. assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless Pro Scapes Inc. for any and all trespasses, claims or suits that arise as a result of this naturally occurring condition. This document constitutes the entire agreement between Pro Scapes and the customer and may not be modified except in writing with signed approval from an officer of Pro Scapes. No verbal discussions or other information shall become part of this agreement.