

Snow Removal Solutions
16061 Old Highway Dr, Truckee, CA 96160
(530) 587-5294 or info@snowremovalsolutions.com

2009/2010 Driveway Service Contract

Name _____

Mailing Address _____

Home Phone _____ Business Phone _____ Cell Phone _____

Fax _____ Email _____

Service Address (please verify address) _____






Service Address Phone _____ Owner or Renter/Ski Lease? (please circle one)

Area to be Cleared Notes _____

For diagrams and additional specifications of the area to be cleared, please attach a separate sheet if needed.

Would you like an estimate for affordable driving sealing? Y or N

2009/2010 Prepaid Season Amount \$ _____ or Will Call Service \$60.00 minimum each service.

Please initial that you have reviewed our terms and conditions. Full amount required, unless other arrangements have been made. You can pay by check payable to Snow Removal Solutions. Please print payment information clearly. We accept     

Cardholder Name as it appears on card _____

Cardholder Signature _____ Charge Amount \$ _____

Credit Card Number _____ Expiration _____ CSC _____

Credit Card Billing Address _____

Email Address for PayPal _____

Check if credit card billing address is same as mailing address above.

Acceptance I accept the contract terms and conditions stated within and on the reverse of the customer copy. In the event of any action which commences for enforcement or interpretation of this contract or any party's rights or obligations thereto or arising out of snow removal services provided by Snow Removal Solutions, the prevailing party shall be entitled to his reasonable attorney's fees and cost of action.

Customer Signature _____ Date _____

Please return a signed original of this contract with payment information or a check. Keep a copy for your own record. Sign up by September 15, 2009 for early discount. Thank you.

TERMS AND CONDITIONS

Snow season is first snow accumulation of 4" to 6" or more. Service will commence upon receipt of acceptance and payment in full. Prepaid season amount is non-refundable and due prior to October 15.

Service address must be posted and clearly visible. Service area must be adequately marked with snow stakes, to be easily seen at night, showing depth and width of the service area. Stationary objects within or near the service area such as garbage enclosures, propane tanks, landscaping, etc. must be clearly and adequately marked with snow stakes.

Customer is responsible for maintaining snow stakes throughout the season. Snow Removal Solutions and its employees are not responsible for any damage that occurs within the service area or damage to stationary objects caused by the absence of snow stakes throughout the season. If you are unable to place snow stakes, contact Snow Removal Solution; we will come mark any obstacle free of charge.

INITIAL _____ Objects such as vehicles, snow toys, lumber, firewood, rebar, phone books, garbage cans/lids, etc. must not obstruct or delay snow removal operation. The operator is unable to notify the customer of obstructions on route. The operator will remove as much snow as possible around the obstruction and return on the next route.

INITIAL _____ Customer is responsible for keeping the service area clear throughout the season. Snow Removal Solutions and its employees assume no liability and will not be responsible for damage, clean up, or replacement of any objects left within the service area that was damaged, destroyed, scattered, or moved by our equipment.

INITIAL _____ Customer is financially responsible for all damages to Snow Removal Solutions equipment due to any objects left in the service area. Snow Removal Solutions will notify customer of any equipment damage and issue an invoice for repair parts and labor and any equipment down time. Equipment down time is charged at an hourly rate and is based on the overall demand of the equipment at the time of the break down, to be reasonably determined by Snow Removal Solutions.

INITIAL _____ Storage of removed snow from the service area will be on the premises. If there is no room or the storage area is full, customer will be notified. Customer is responsible for obtaining written permission to store snow at an off site location. Snow Removal Solutions requires written documentation prior to such request. Additional charges will apply for the removal of snow to an off site location.

Areas near vehicles, buildings, garage doors, stairs, etc. will not be cleared closer than two feet, for safety purposes. Customer is responsible for removing the remaining snow.

Snow Removal Solutions will repair damages within the service area in which holes are created by our equipment during snow removal. Snow Removal Solutions will not be responsible for repair or pay for the repair of service areas that will not withstand normal snow removal operation and equipment. Areas that crush or fall apart due to water saturated base, thin base or asphalt, alligating, etc-is the customer's responsibility. Service areas may show chain marks, grooves, or gouges from the equipment due to normal snow removal operations.

Snow Removal Solutions will not be responsible for misplaced driveway gravel or dirt. We reserve the right to deny service to those gravel or dirt areas during warm snow conditions.

Snow pack may be left in the service area due to the inability of the lighter weight blowers to cut pack.

Public roadway snow is removed by public agencies (Town of Truckee/Caltrans). Berms formed after our regular routes will be removed the following day, if we feel it is necessary.

Snow Removal Solutions reserves the right to determine routes, route start times, and will not guarantee a specific time of service. Season contract customers will be serviced on a route basis, once within a 24-hour period. Routes typically start after approximately 4 to 6 inches of new snow has accumulated on average throughout the west end Donner Lake and Armstrong Tract area. If the natural snowfall accumulation occurs in the afternoon, routes will typically begin after midnight.

EXTREME SNOW CONDITIONS We will make every effort to provide timely service during extreme snow conditions. Routes may be delayed beyond the 24-hour period due to water density of snowfall, rapid snow accumulation, limited visibility, equipment breakdowns, impassable public roads/road closures, or heavy traffic conditions. Snow Removal Solutions will remain on route, however we may be delayed.

Snow Removal Solutions will not be held liable for any damages when the area is serviced by a snow removal company other than Snow Removal Solutions.

Customer and property users will not hold Snow Removal Solutions and/or its employees responsible for any accidents that may occur on or around the service area before, during, or after snow removal not directly involving our equipment.

Requests for snow removal during heavy accumulation storms when the area has already been serviced once within the 24-hour period, after the start of the regular route and prior to the next regular route, will be an additional \$60.00 charge. (Does not apply to will calls.)

Special requests to remove snow in the service areas due to roof shedding, deck/roof shoveling, drifts, and removal of obstructions, including any requests for removal of blower pack by a loader, will be an additional charge of \$60.00.

WILL CALL SERVICE Snow Removal Solutions will try to accommodate all service time requests but cannot guarantee the exact time of service. Will call requests during storm routes will be placed on regular route. Will Call minimum fee is \$60.00 per service. An additional fee of \$60.00 will be charged if a second request is made after the area has been cleared at your requested time and additional snow has accumulated. Additional fees will incur for accumulation of 2 feet or more and/or less than a 24-hour notification.

Any additional fees will be determined at the time of service. Invoices are sent on the last day of each month and are due in full upon receipt from the date of invoice. If payment is not received by the due date, a finance charge of 1.5% per month (18% annual) will be applied to all unpaid amounts from the due date until paid.

In the event the account becomes delinquent, the customer agrees to pay indebtedness of customer to Snow Removal Solutions. Customer will be required to prepay or pay at the time of service if the account becomes 30 days past due. Snow Removal Solutions reserves the right to refuse service to anyone that is 45 or more days delinquent, all costs of collection including reasonable accrued attorney fees and court costs incurred by Snow Removal Solutions in collecting delinquent. A \$25.00 fee will be charged on returned checks. Visa and Master Card payments will be charged on or after the date of service.