

Advanced Tree and Plow Contract 2014/2015

Date

- - 
Month Day Year

Full Name *

First Name

Last Name

Address *

Street Address

Street Address Line 2

City

State / Province

Postal / Zip Code

Phone Number *

Cell Phone

E-mail *

Limitation of Liability: The contractor will exercise reasonable care to avoid damage to payment, curbs, trees, and shrubs and any other persons and property. However, the contractor is not responsible for any: A) damage to landscaping or property caused by piling of snow. B) Damage to items that are snow-covered or not visible. C) damage caused by equipment when property, tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation. D) Personal injuries resulting from slip and fall accidents; and/or E) Acts of God, including but not limited to extraordinary weather conditions.

Indemnification: The owner shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorney's fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party.

Life and Frequency: This agreement is valid from the date it is signed until Advanced Tree & Plow no longer provides services for owner. Due to accumulation service may be provided more than a single time in one 24 hour period.

Payment: Payment is due in full and must be received by the 5th of each month for prior months services. Remit payment to Advanced Tree and Plow. Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%. Advanced Tree and Plow reserves the right to suspend service when payments become more than 10 days past due. This agreement price has been negotiated and agreed upon based on the customer's driveway/parking lot as it exists on the agreement date. In the event the customer adds additional areas. Advanced Tree and Plow shall not be responsible for the care or maintenance of such additional improvements without a written change order. A service charge of \$30.00 will be charged for any returned checks. Purchasers will be responsible for all costs of collection, including without limitation, court costs and reasonable attorneys fee's in the event that it becomes necessary for Advanced Tree and Plow to resort to legal measures to collect any amount owed under this agreement.

Hazards: Customer is aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. Advanced Tree and Plow assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this

naturally occurring condition.

Provision for Default and Cancellation: Either party may terminate this agreement at any time with a 10 day advance written notice. Cancellation date will be the day such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the customer within 30 days after notification for balance due.

I have read and understand this document and attached disclaimer and agree to abide by the terms listed and hereby enter into contract with Advanced Tree and Plow for the purposes listed above.

Signature *



Clear

