



SNOW REMOVAL ST. LOUIS
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Snow & Ice Maintenance Contract 2021/2022 Season

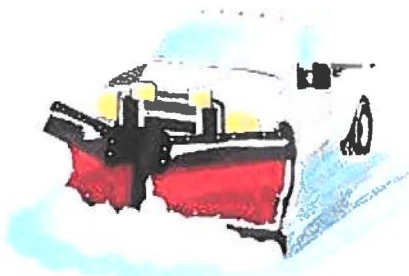
I, McKnight Crossings Church (hereafter "Representative") am the authorized agent for the real property at address(s) or described as McKnight Crossings Church 2515 S. McKnight Road, St. Louis, MO 63124 (hereafter "the property.") agree to pay Snow Removal St. Louis (hereafter "Contractor") the quoted price for the following services:

"Per push" Quote for the properties located @: 2515 S. McKnight Road, St. Louis, MO 63124

Plow Lot/Street

Trigger Depth: Every 2 inches

Amount of snow:	1-4 inches snow depth	\$ 265.00	Initial	<u>DF</u>
	5-8 inches snow depth	\$ 360.00	Initial	<u>DF</u>
	9-12 inches snow depth	\$ 468.00	Initial	<u>DF</u>



De-ice Lot/Street Average of \$ 250.00 per salt application* Initial DF

***De-ice price may increase with heavy weather conditions and excessive ice upon representative approval.**

_____ Contractor determines to service as needed **OR** X DF Representative must give approval to service*
 *Please read Term #3 General Conditions

Terms of Service

1. **Scope of Plowing:** Contractor will plow when at least 2" of snow has accumulated. The snow depth is measured by the contractor at the property. Any requests by the Representative for plowing below 2" will be billed the 1"-4" snow depth rate. Representative is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and the Contractor shall have no liability for matters caused thereby.
2. **Scope of De-icing:** De-icing materials of the Contractor's choice will be applied to property/parking lot. The decision as to when and how much material is to be applied is based on many factors including but not limited to: current ground temperature and accumulation, current weather forecasts from the national weather service, and future weather prediction. De-icing charges may increase per application with heavy weather conditions, ice storms, and excessive ice accumulation upon prior approval from the representative. Representative is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and the Contractor shall have no liability for matters caused thereby.
3. **General Conditions:** If the Contractor is delayed in the timely performance of any portion of the snow plowing or de-icing application by the presence of any vehicles, structures or equipment on the property which interfere with the Contractor's ability to perform the Work, or by an act or omission of the Representative, or by any other circumstance reasonably beyond the Contractor's control including heavy winter conditions, then the time for the performance of that portion of the Work shall be extended until such time as the Contractor is no longer so delayed. The Contractor shall not be responsible for any damages or losses caused by the failure of the Contractor to perform that portion of the Work during the time that the Contractor was so delayed.
4. **Limitation of Liability:** The Contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. The Contractor shall not be liable for any of the following: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible. C) Damage caused by equipment when 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.
5. **Indemnification.** The Representative shall indemnify, defend and hold harmless the Contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the Contractor incurs as a result of a claim or claims brought by any third party, arising out of any alleged wrongdoing, negligence and/or breach of contract by the Representative; or any Act of God, including but not limited to extraordinary weather conditions, related in any manner whatever, to the property or the Representative's involvement with the property.
6. **Life of Agreement:** This agreement is valid from the date it is signed until May 31, 2022.

7. **Payment:** For per visit agreements – Payment due at time of service.
- **Checks must be made to the order of Snow Removal St. Louis.**
 - Any invoice or scheduled payment between 10 and 30 days past due will be assessed a late fee of 15%. After 30 days past due any invoice will be assessed a late fee of 25%. Snow Removal St. Louis 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 Representative's property/ parking lot as it exists on the agreement date. In the event the Representative adds additional areas, driveways, and/or paths that are suitable for snow plowing, shoveling and/or de icing services Snow Removal St. Louis shall not be responsible for the care or maintenance of such additional areas without a written change order signed by Representative and Contractor.
 - A service charge of \$40.00 will be charged for any returned check.
 - Representative 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 Snow Removal St. Louis to resort to legal measures to collect any amount owed under this agreement.
8. **Hazards:** Representative acknowledges and agrees that plowing may not clear the property to bare pavement and the slippery conditions may exist on the property even after plowing. Contractor shall not be liable for any slip and fall accident or vehicular accidents as a result of this condition, and Representative waives any right of action against Contractor for said conditions.
9. **Provision for Default and Cancellation:** Either party may terminate this agreement at any time upon 10 day advance written notice. Cancellation date will be the day such notice is received. In the event of cancellation, the Representative will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the Representative within 30 days after notification of cancellation for any balance due. There will be NO Refunds issued for unused time or services set forth by this agreement.

Additional Comments:

1. Plowing prices represent snow depth in lot as determined by Contractor at the time of plowing.
2. Representative has indicated by initialing above their choice to either allow the Contractor to determine to service as needed, or the Representative will request or approve service.

Representative contact phone: Bret Blackford 314-402-7086, Don Fitzgerald 314-791-5038, Jeremy Picker 314-882-9782

3. Customers billing address or email address for invoices: bblackford@mcknightcrossings.org

I have read and understand this document and attached disclaimer and agree to abide by the terms listed and hereby enter into contract with Snow Removal St. Louis for the services and under the terms listed herein.

	<u>11/10/2021</u>		<u>11/14/2021</u>
Property Representative	Date	Mike Davis, Snow Removal St. Louis	Date



Disclaimer

Contractor will not plow or salt within 3 feet from any parked vehicles, equipment or other obstructions in parking lots, drives or other areas being cleared. Representative shall attempt to move obstructions prior to services being completed. Contractor is not liable for damage to pavement or other surfaces contracted for plowing of snow. Contractor will make every effort to avoid such damage although Representative acknowledges that damage can occur. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, Contractor is not responsible for accumulations that cannot be removed but will do its best to remove them.

Representative is responsible for establishing boundary markers. Representative must make arrangements with Contractor regarding piling of snow after snow event. **Removal of snow piles is not available through Snow Removal St. Louis; please contact a snow removal or hauling contractor for this service.**

Representative acknowledges that icy or slippery conditions may exist after work is completed. Snow Removal St. Louis is not responsible, and shall not be liable for any death, injury, loss or damage to persons or property by reason of its non-performance of services under this agreement. Representative further waives any right of subrogation it may have against Contractor by reason of same.

Late payments will be assessed a 15% late charge if not received within 10 to 30 days after Billing Due date. After 30 days past due a 25% late will be assessed. Returned checks will be assessed a \$40 fee and overdue bills may be turned over to a collection agency.