

# SMOOT'S

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**Guidelines:** Smoot's will provide its own employees, equipment and supplies necessary to complete the services described above.

Smoot's will determine when and to the extent these services are required to be performed as a result of accumulations of snow and/or ice or other conditions requiring services. Smoot's will begin plowing at a property on a specific route when the snow reaches 2 inches regardless of the time of day, night or the day of the week, with the goal of not having more than 4 inches of snow accumulation to plow/shovel at any given time.

Smoot's pushes/plows/shovels/blows snow to clear as much snow on hard surfaces (parking lots, driveways, sidewalks etc.) as possible as agreed upon with the following restrictions; Smoot's will not plow within 3 feet of a parked vehicle, equipment or other obstructions in parking lots, driveways, or other areas being cleared. Please attempt to move obstructions prior to our services being completed. Depressed areas in pavement may accumulate snow, as well as packed snow/ice from vehicle or foot traffic that restrict our plowing equipment from removing snow in such areas. Smoot's is not responsible for these areas of accumulations but will strive to remove snow from them.

Smoot's or its affiliates are not liable for damages to pavement or other surfaces contracted for plowing/shoveling or removal of snow. Damage can occur and we will make every effort to avoid incident. Client understands that plowing or salting may not clear the area to "bare pavement", and that slippery conditions may continue to prevail even after plowing or applying chemical/salt. Client understands that Smoot's or its affiliates assumes no liability for this naturally occurring condition. Client agrees to defend and hold harmless Smoot's and its affiliates for any and all trespasses or suits that may arise as a result of this naturally occurring condition.

**PAYMENTS:** Smoot's will send an invoice at the end of every month. Payments are considered late if not received by the 10<sup>th</sup> of the following month and are subject to a \$35 late fee. Please make all checks payable to Smoot's. Please call for other forms of payment, additional processing fees may apply.

**The prices, specifications, and conditions listed above are satisfactory and are hereby accepted. Smoot's is authorized to do the work as specified.**

Client: Signature

Smoot's LLC: Signature

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Date \_\_\_\_\_

Date \_\_\_\_\_