



## SNOW SUBCONTRACTOR QUESTIONNAIRE

Company Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ Cell: \_\_\_\_\_

\_\_\_\_\_  
Interested in: ☐ PLOW ☐ HANDWORK  
☐ BACKHOE ☐ LOADER ☐ DUMPTRUCK

1. How many years of experience do you have with snow removal? \_\_\_\_\_

2. Specific Experience? (Properties, etc) \_\_\_\_\_

3. Equipment:

Number of trucks: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

Number of plows: \_\_\_\_\_ Type: \_\_\_\_\_ Size: \_\_\_\_\_

Other (4-wheelers, salt spreaders, etc): \_\_\_\_\_

Number of Backhoes: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

Number of Loaders: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

Number of Dump Trucks: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

4. Your preferred areas of the Metro: \_\_\_\_\_

Are you willing to work outside your preferred area: \_\_\_\_\_

5. Do you or your drivers have CDLs? ☐ No ☐ Yes (qty): \_\_\_\_\_

6. Do you have any Laborers: that could be used for shoveling etc. ☐ No ☐ Yes (qty): \_\_\_\_\_

7. Any limitations on your availability to work? ☐ Other customers ☐ "Regular" job ☐ Other: \_\_\_\_\_

8. Do you have insurance coverage: ☐ Worker's Compensation ☐ General Liability ☐ Neither

*"You will need to provide us with a certificate of insurance coverage in order to finalize your contract."*

*"I will forward your information to our Snow Operations Manager.  
He will be contacting you within the next couple of weeks.  
At that time he will provide more details and answer any questions."*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: AGENT CONTACT INFORMATION
SAMPLE	PHONE (A/C, No, Ext): FAX (A/C, No):
PRODUCER NAME	E-MAIL ADDRESS:
PRODUCER MAILING ADDRESS	INSURER(S) AFFORDING COVERAGE
	INSURER A : RATED CARRIERS
INSURED	INSURER B :
SAMPLE	INSURER C :
SERVICE PARTNER NAME	INSURER D :
SERVICE PARTNER MAILING ADDRESS	INSURER E :
	INSURER F :

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>						
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	POLICY NUMBER	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000
<input type="checkbox"/>	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
<input checked="" type="checkbox"/>	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
							\$
	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	POLICY NUMBER	01/11/2017	01/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input checked="" type="checkbox"/>	ANY AUTO						BODILY INJURY (Per person) \$
<input type="checkbox"/>	ALL OWNED AUTOS	<input checked="" type="checkbox"/>					BODILY INJURY (Per accident) \$
<input type="checkbox"/>	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
<input checked="" type="checkbox"/>	<b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	POLICY NUMBER	01/01/2017	01/01/2018	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			POLICY NUMBER	01/01/2017	01/01/2018	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N	N/A	<input checked="" type="checkbox"/>				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Operations: Snow Removal - Virginia Snow and Ice, Inc its affiliates, directors, officers, agents and employees shall be named as additional insured for ongoing operations/products and completed operations on the subcontractor's and any subcontractor's Commercial General Liability policy, which must be primary and non-contributory with respect to the additional insured's. This insurance shall remain in effect to the fullest extent permitted by applicable State Law. A waiver of subrogation clause shall be added to the General Liability, Auto and WC policies in favor of Contractor and Owner and this clause shall apply to the Contractor's and Owner's officers, agents and employees, with respect to all projects.

## CERTIFICATE HOLDER

## CANCELLATION

Virginia Snow and Ice Inc. DBA Virginia landscape management 9017 jefferson davis hwy. fredericksburg, VA 22407	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	AGENT SIGNATURE

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## SNOW INDEPENDENT CONTRACTORS AGREEMENT WINTER SEASON

### SUBCONTRACT AGREEMENT for Snow Plowing Contractors

Agreement: This Agreement, dated \_\_\_\_\_, is made between Virginia Snow and Ice Inc.,  
9017 Jefferson Davis Hwy Fredericksburg, VA 22407 (the "company") and  
\_\_\_\_\_ ("Independent Contractor")

1. **The Company** is in the business of providing Snow and Ice Management services. It is continuously adding customers / accounts throughout the Virginia Region. The Company services it's customer / accounts by self-performance and contracting out the work to independent contractors, who provide their own vehicles, equipment, employees, resources, materials and perform the actual work and services set forth in the agreement. The intent of this agreement is to establish a working relationship between the company and the independent contractor for this purpose. In order to establish and effectuate this relationship, the parties agree as follows:
2. **Term:** The Term of this agreement shall be controlled by the individual scope of work agreement(s) entered into by and between Company and independent Contractor and the term set forth therein.
3. **INDEPENDENT CONTRACTOR SERVICES.** Independent Contractor will be engaged by the Company as an independent contractor and Independent Contractor agrees to provide all necessary services for the Company's customers/accounts as set forth in the applicable agreements during the Term of the Agreement. At all times during the Term of the Agreement, Independent Contractor agrees to provide, at its own expense, all the vehicles, equipment, materials, fuel and qualified operators as set forth in the Scope of Work agreement(s) entered into by and between the parties.
4. **PAYMENT TO INDEPENDENT CONTRACTOR.**
  - a. Condition Precedent to Payment: The Company will pay the Independent Contractor the rates and amounts shown on the signed scope of work for the Independent Contractor's services and/or equipment. However, the Independent Contractor agrees that the Company shall

Independent contractors Initials: \_\_\_\_\_

Virginia Snow and Ice Representative Initials: \_\_\_\_\_

never, under any circumstances, be obligated to pay Independent Contractor any amount of the invoice, unless and until the affected customer/account pays the Company in full for the services, work or materials invoiced by the Independent Contractor. The parties acknowledge that this is a condition precedent to any obligation the Company may owe the Contractor and shall not be construed as a time of payment clause. This condition precedent also applies to Company's obligation to pay retainage. The Independent Contractor specifically agrees that it is relying upon the ability and willingness of the Company's customer/accounts to pay in full and in a timely manner and will not look to or make demands of the Company for payment of invoices without this condition precedent being satisfied. The Independent Contractor specifically accepts the risk of non-payment by the customers/accounts of the Company. This condition precedent also applies to the subsequent payment of any monies retained by the Company as set forth below.

b. Timing of Payment: Payment of the invoice, less any Retainage, will be authorized by the Company 45 days after receipt of the invoice from the Independent Contractor. All payments will be issued and mailed on the Friday immediately following the 45th day after receipt of the complete invoice provided the customer/account makes payment as set forth above. Thus, if day 45 is on a Tuesday, payment will be mailed that week on Friday. If payment is not received by the Company from its customers/accounts prior to the due date of any payment due to Independent Contractor, Company will make payment promptly to Independent Contractor when the payment is received from Company's customers/accounts provided all other contractual provisions are met.

c. Billing Information Required: As an additional condition precedent to payment, Independent Contractor must provide the Company with accurate and complete billing information with each invoice including:

- (1) accurate and fully completed forms required under the party's agreement within five (5) business days following its completion of the services for each individual storm and/or services rendered;
- (2) all required compliance documents including a completed, signed W9;
- (3) A signed and dated sub-contractor agreement.

The failure of the Independent Contractor to provide accurate, complete and/or timely invoices, forms and billing information required by this agreement may result in delayed, partial or non-payment of invoices.

d. Damage Deduction: If, in the reasonable opinion of the Company, the Independent Contractor or its agents, servants or employees, causes any damages (personal or property) to the property of the Company's customers/accounts whether intentionally or unintentionally, and the affected customer/account makes a demand of the Company, those damages shall be solely the responsibility of the Independent Contractor and must be paid to the Company by the Independent Contractor or its insurer and/or shall be deducted from any amounts due the Independent Contractor.

e. Failure to Adequately Complete Services: If, in the reasonable opinion of the Company and/or its customer/account, the Independent Contractor fails to properly and/or adequately complete the assigned services, the Company, in its sole and unfettered discretion, may refuse to make payment in whole or in part to the Independent Contractor. The Company shall have the right to either withhold payment to the Independent Contractor in an amount proportionate to the monies withheld or refused by the Company's customers/accounts, or in an amount equal to the profits lost by the Company as a result of the failure of the Independent Contractor to complete the assigned work in a timely and satisfactory manner. Nothing herein shall restrict the Company from terminating the Independent Contractor for its failure to comply with these provisions.

Independent contractors Initials: \_\_\_\_\_

Virginia Snow and Ice Representative Initials: \_\_\_\_\_

**5. INVOICING.**

a. Procedures: Independent Contractor understands and agrees that submitting timely and accurate invoices to the Company is a critical part of this Agreement as well as the other agreements that the Company may have with its customers/accounts. The Independent Contractor further understands and agrees that "time is of the essence" with invoices in this business and industry. A file containing all necessary forms (labeled Items A - H and detailed below), for billing and other purposes, will be emailed to the Independent Contractor prior to the start of the season. As set forth in the preceding paragraph, within 5 business days of the completion of the billable work or services, the Company must receive from Independent Contractor a full, complete, and accurate invoice, with all required billing information. The Company must "receive" the invoice no later than 5:00 p.m. on the 5th business day after the work or services were performed. The Independent Contractor shall complete and submit all required billing information promptly and accurately. It is the Independent Contractor's responsibility to complete these forms as required, to make copies as needed and to request new forms if any are misplaced or destroyed. Each invoice shall be entered separately for each location and each storm, with all documentation filled out completely and accurately.

b. Failure to Complete: If the Independent Contractor fails to submit a "complete invoice" that is accurate and correct and that is submitted along with any/all required additional paperwork as set forth in this agreement to the Company within 5 business days of the work or services being performed, or if the submitted invoices from the Independent Contractor are incomplete or inaccurate (collectively called "deficient invoices"), the Independent Contractor agrees that the Company may deduct 1% per of the amount due on each applicable invoice for each and every day the invoices remain deficient after the first 5 business days as liquidated damages. If the Independent Contractor fails to correct the deficient invoice, the 1% deduction per day per deficient invoice shall continue until the invoice deficiency is 30 days past the 5 -day deadline (i.e., 35 days after the service or work was performed), at which time the total deduction on each deficient invoice will be 30%. Thereafter, should the invoice remain deficient, the Company shall have the right to declare the Independent Contractor to be in breach of its duties and shall have no obligation to pay any portion of the deficient invoice. The parties recognize that proper and timely invoicing is essential to the Company's business operations and that inaccurate or late invoicing adversely affects its reputation in the industry and its ability to properly obtain and maintain its customers. Therefore, the parties recognize the right of the Company to refuse payment of any invoice that remains deficient for more than thirty (30) days beyond the aforementioned five (5) day deadline.

**6. TRAVEL TIME.** Independent Contractor will not be paid for mobilization, demobilization of equipment or travel time to, from or between jobs under any circumstances, including for any jobs that are "time and materials" .. The Company shall not be required to accept charges for "break time," "food breaks," or "downtime." The Company shall not be required to pay for time required for fueling or servicing the Independent Contractor's vehicles and/or equipment.

**7. INDEPENDENT CONTRACTOR'S EXPENSES.** Independent Contractor will provide all fuel, oil and other lubricants for its vehicles and equipment solely at Independent Contractor's expense. All maintenance and repairs to Independent Contractor's vehicles and equipment will be solely at Independent Contractor's expense. Independent Contractor agrees to have all of its vehicles and equipment properly maintained and repaired to avoid breakdowns, delays, equipment failure, and other job site problems in performing the services under this Agreement. Independent

Independent contractors Initials: \_\_\_\_\_

Virginia Snow and Ice Representative Initials: \_\_\_\_\_

Contractor agrees and understands that it will not be paid by the Company when Independent Contractor's vehicles and/or equipment are inactive, inoperable or otherwise not in service. Independent Contractor understands and agrees that it is fully and solely responsible for supplying and providing any and all necessary tools, labor, vehicles, equipment, and materials for all work required under this Agreement. Company will not reimburse or increase any amounts due to Independent Contractor under this agreement as a result of any increases in material, supply or maintenance costs that may occur (e.g. increases in the cost of salt or fuel) during the term of the agreement.

**8. INDEPENDENT CONTRACTORS.** Independent Contractor agrees and fully understands that Independent Contractor and its agents, servants and employees and its agents servants and employees, are acting as independent contractors at all times and for all purposes during the Term of this Agreement. Independent Contractor and its agents, servants and employees are not, under any circumstance, considered agents, servants or employees of the Company or the Company's customers/accounts. Under no circumstance will any agent, servant or employee of Independent Contractor be included in any employee benefit plan of the Company or receive any employee benefits from the Company. Independent Contractor has the right to engage in any other business that does not interfere with the performance of this Agreement. The Independent Contractor agrees that it will, at all times, operate as an independent contractor, including, but not limited to: furnishing and using all necessary supplies and equipment, motor vehicles, and personnel to perform the obligations set forth in this Agreement. Independent Contractor must also obtain all necessary insurance, pay all fees and taxes and comply with all state and federal laws, rules and regulations pertaining to the Independent Contractor's business, all at the Independent Contractor's own expense. The Independent Contractor and its agents, servants and employees will provide, at its own expense, its own equipment as noted above, as well as any other tools or supplies that may be necessary in order to provide the services which the Independent Contractor is engaged to provide. The Independent Contractor agrees to provide, at its own expense, all transportation for its agents, servants and employees. At all times during the Term of this Agreement, the Independent Contractor agrees to have telephone service where it can be reached by the Company. The Independent Contractor must provide any office or administrative services that Independent Contractor requires apart from the Company property and without cost to the Company.

**9. FAILURE TO PERFORM.** If the Independent Contractor fails to adequately staff any locations covered under this Agreement or fails to adequately perform the work to the satisfaction of the Company and/or its customer/accounts in its sole discretion, or fails to perform the work as required,, the Company retains the right to hire other companies or persons to complete or perform the work. In addition to all other remedies afforded to Company in this Agreement, if the Company elects to take such actions, the Independent Contractor shall be liable to reimburse the Company for all costs, expenses and damages that results from the Independent Contractor's failure to perform, even if the costs and expenses exceed the prices agreed to under this Agreement. If the Independent Contractor fails to perform as required at any site during the Term of this Agreement, the Independent Contractor will be solely liable for all damages that arise from the failure to perform.

**10. SUPERVISION.** The Independent Contractor agrees that it will be fully and solely responsible for the all of the work assigned to it under this Agreement. The Independent Contractor agrees

Independent contractors Initials: \_\_\_\_\_  
Virginia Snow and Ice Representative Initials: \_\_\_\_\_



that it will be fully and solely responsible for providing training, supervision and oversight for all of its agents and employees. The Independent Contractor agrees that all work and services performed under this Agreement by its agents and employees will be provided in a professional, competent, skilled, and workmanlike fashion. Within these limits, Independent Contractor may perform each job under this Agreement by using its own sound discretion and judgment under the circumstances on any given day. Independent Contractor agrees that the Company has no obligation, duty or requirement to supervise, train, oversee, or control any aspect of Independent Contractor's actions, manner, means, methods, or process of performing the work and services under this Agreement. Any and all decisions concerning the means, manner and methods of performing a particular job shall be left to the sole discretion and judgment of the Independent Contractor, without any involvement from the Company.

**11. STARTING TIME.** The parties understand that with winter storms time is of the essence. At all times during the Term of this Agreement, the Independent Contractor agrees to provide professional, reliable and timely services to the Company. In the event of an emergency, Independent Contractor and its vehicles, equipment and employees must be operational within thirty (30) minutes of the time that the Company gives notice to the Independent Contractor of the emergency. At all times during the Term of this Agreement, Independent Contractor agrees to remain aware of weather conditions including the awareness of present or imminent threatening weather. The Independent Contractor agrees to keep the Company fully informed of its whereabouts and its availability particularly if the Independent Contractor will not be at its regularly designated phone number or location.

**12. DIRECT CONTACT.** At no time, and under no circumstance shall the Independent Contractor, its agents or employees contact or communicate with any of the Company's customers/accounts about disputes, questions or inquiries regarding bills, invoicing, payments, or work performed. If the Independent Contractor contacts or communicates with any of the Company's customers/accounts at any time about bills, invoices, payment or work performance, such contact shall be considered a material breach of contract by Independent Contractor. The Independent Contractor acknowledges that Company has expended significant monies and efforts in advertising to establish and maintaining its customers/accounts and any direct contact by Independent Contractor would interfere and damage those relationships. Any breach of this provision by the Independent Contractor their agents shall result in the immediate termination of Independent Contractor and Company shall be entitled to liquidated damages in the amount of \$5,000.00. The Company may, in the alternative to liquidated damages, commence an action to recover damages it has suffered if Company deems that such damages exceed the amount of liquidated damages. Should the Company commence any such action, the Independent Contractor shall also be liable for the payment of any costs and/or attorney' fees incurred by the Company. The Independent Contractor agrees that it will also be liable for any violations of this paragraph by their agents.

**13. TAXES.** The Company shall not be responsible for withholding or paying any taxes from or behalf of the Independent Contractor, including income taxes, Social Security, FICA, or unemployment taxes. The Company shall not provide Worker's Compensation Insurance for the Independent Contractor or any of its agents, employees or subcontractors. The Company shall not be required to provide any company benefits of any kind to the Independent Contractor or any of its agents or employees. The Company shall have no obligations to the Independent Contractor

Independent contractors Initials: \_\_\_\_\_

Virginia Snow and Ice Representative Initials: \_\_\_\_\_

other than those set forth in this Agreement. The Company shall provide the Independent Contractor with IRS Form 1099 at its last known address at the end of the calendar year as provided by law.

14. **LIENS.** At no time shall the Independent Contractor file or cause to be filed any lien or claim against any of the Company's customers/accounts for services, labor, billing, or work performed without the express written consent of the Company. If the Independent Contractor violates this provision, the Independent Contractor agrees to authorize, and does hereby authorize, the Company or its agents to take all such actions as may be deemed reasonable and necessary to withdraw and cancel such lien or claim, and Independent Contractor shall fully compensate the Company for all such efforts, including costs and attorney fees. At no time shall the Independent Contractor interfere or disrupt any of the business dealings with any of the Company's customer/accounts. If the Independent Contractor violates this provision, the Independent Contractor agrees to authorize, and does hereby authorize, the Company or its agents to take all such actions as may be deemed reasonable and necessary to preserve the relationship with the Company's customers/accounts, and the Independent Contractor agrees to fully compensate the Company for all such efforts and all expenses incurred for any and all present and future losses suffered by the Company or the Company's customers/accounts.

15. **DAMAGES.** The Independent Contractor understands and agrees that it will be fully and solely responsible for any damages to the property of any of the Company's customers/accounts caused by the Independent Contractor or any of its agents or employees. The Independent Contractor understands and agrees that the Company shall retain monies owed to Independent Contractor as compensation for such property damage. If the amount of the damage exceeds the amount owed (either from open invoices or retainage) by the Company to the Independent Contractor at the time the amount of the damage is ascertained, the Independent Contractor agrees to pay to the Company the difference within 30 days thereafter. If payment is not made by the Independent Contractor, the Company may pursue collection by all legal means and the Independent Contractor shall then also be responsible for the Company's costs and attorney fees. Neither final payment nor any other provision in the Agreement shall relieve the Independent Contractor of responsibility for faulty materials or workmanship and, unless otherwise released from responsibility, the Independent Contractor shall remedy all such defects at its sole cost and expense. The Independent Contractor shall remedy all such defects and/or damages within 30 days of notice.

16. **REIMBURSEMENT FOR PAYMENT MADE FOR INDEPENDENT CONTRACTOR.** If the Independent Contractor fails or neglects to make any payment, or perform any act required by the terms of this Agreement, the Company may, at its option, make the required payment or perform or cause to be performed, any such act and deduct said payment from any monies due to the Independent Contractor. If the Company makes such payments or performs such acts and those payments or costs exceed the monies due to the Independent Contractor or retained by the Company, the Independent Contractor agrees that it will, within thirty (30) days, reimburse the Company for any and all expenses incurred as a result thereof, including interest at the maximum rate allowed by law from the date of payment. If the Independent Contractor fails to reimburse the Company as required and to the Company's satisfaction, the Company may pursue collection by legal means and the Independent Contractor shall then also be responsible for all additional costs incurred by the Company, including all attorney fees.

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**17. INSURANCE.**

a. Workers Compensation Insurance: At all times during the Term of this Agreement, the Independent Contractor agrees that it will procure, at its own expense, Worker's Compensation insurance covering the Independent Contractor and all of its agents, servants and employees for work - related accidents, injuries, bills and other related occurrences. If the Independent Contractor fails to maintain Worker's Compensation insurance at any time during the Term of this Agreement, a 15% Fee will be deducted off of each invoice submitted to the Company. The Independent Contractor understands and agrees the Company shall not be required to provide Worker's Compensation insurance for the Independent Contractor or its agents, servants, employees or sub -contractors.

b. General Liability Insurance: At all times during the Term of this Agreement, Independent Contractor agrees that it will procure and maintain, at its own expense, General Liability (GL) Insurance coverage with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; Automobile Liability insurance with limits of at least \$1,000,000.00 and an Umbrella Policy with limits of at least \$1,000,000.00. The Independent Contractor agrees that the GL insurance policy will expressly provide coverage for breach of contract claims. All insurance policies of the Independent Contractor are to be primary and non -contributory and also provide waiver of subrogation.

c. Proof of Coverage: The Independent Contractor shall provide the Company with certificates of insurance confirming that the Independent Contractor has obtained the appropriate worker's compensation, General Liability and Automobile Liability insurance. All insurers shall have at least an A - (excellent) rating by A.M. Best and shall be qualified to do business in the jurisdiction where the Project is located, and the Independent Contractor's insurance must be primary and non -contributory and also provide waiver of subrogation.

d. Named Insured and Certificates of Insurance: The Independent Contractor agrees that the insurance obtained by the Independent Contractor for General Liability coverage will clearly and expressly name Virginia Snow and Ice, INC. as an additionally named insured on all such insurance policies. The Independent Contractor agrees that the name Virginia Snow and Ice, INC. will appear on each insurance certificate as an additionally named insured. The insurance policies and certificates of insurance procured by the Independent Contractor shall clearly list the addresses of each location that the Independent Contractor services under "locations." In addition, the insurance certificate must state: "Virginia Snow and Ice INC. IT'S AFFILIATES, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSURED FOR ONGOING OPERATIONS AND PRODUCTS/COMPLETED OPERATIONS ON THE SUBCONTRACTOR'S AND ANY SUBCONTRACTOR'S COMMERCIAL GENERAL LIABILITY POLICY, WHICH MUST BE PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO THE ADDITIONAL INSURED. THIS INSURANCE SHALL REMAIN IN EFFECT THROUGHOUT THE TERM OF THIS AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE STATE LAW, A WAIVER OF SUBROGATION CLAUSE SHALL BE ADDED TO THE GENERAL LIABILITY, AUTOMOBILE, AND WORKERS COMPENSATION POLICIES IN FAVOR OF THE COMPANY AND OWNER, AND THIS CLAUSE SHALL APPLY TO THE COMPANY'S AND OWNER'S OFFICERS, AGENTS AND EMPLOYEES, WITH RESPECT TO ALL PROJECTS DURING THE POLICY TERM." Under no circumstances shall the Independent Contractor receive payment without proof of valid insurance coverage and insurance certificates that meet all of the aforementioned criteria. The Independent Contractor shall be responsible for payments to its agents, servants and employees for its work and for any required withholdings and pay overtime according to law. If, for some reason, additional insurance premiums and/or taxes are levied against the Company because of the services provided by the Independent Contractor, then the Independent Contractor shall pay all of those costs to the

Independent contractors Initials: \_\_\_\_\_

Virginia Snow and Ice Representative Initials: \_\_\_\_\_

Company. The Company may withhold such costs from any amounts that it has due to the Independent Contractor from the Company. If the amounts owed to the Independent Contractor by the Company are insufficient to cover such costs at the time it become due by the Company, the Independent Contractor shall repay them to the Company within 30 days from its receipt of notice thereof from the Company. If payment is not made, the Company may proceed to collect from the Independent Contractor by legal process, and in such case, the Independent Contractor shall also be responsible for the Company's reasonable costs and attorney's fees.

e. Failure To Maintain Coverage: If the Independent Contractor fails to maintain any of the insurance coverage required herein, the Company shall have the right to charge to Independent Contractor the amount of \$15,000.00 as liquidated damages. The Company may, as an alternative to liquidated damages, commence a legal action to cover the damages it has sustained if the Company deems that such damages exceed the amount of liquidated damages. Should the Company commence any such action, the Independent Contractor shall be liable for the payment of any costs and attorney's fees that may be incurred by the Company.

**18. INDEMNIFICATION.** The Independent Contractor agrees, without limitation, to fully defend, indemnify, and hold the Company and all of the Company's agents and employees, harmless from and against any and all claims, including, but not limited to, claims involving personal injury, property damage, contractual, damages, losses, fines, expenses and legal fees asserted against the Company arising out of, or resulting from, any work, service or performance under this Agreement to the extent caused, in whole or in part, by the acts or omissions of the Independent Contractor, its agents or employees, or caused by anyone directly or indirectly employed or hired by Independent Contractor. The Independent Contractor also agrees, without limitation, to fully defend, indemnify, and hold harmless the Company and all of the Company's agents and employees from and against any and all claims, including, but not limited to, claims involving personal injury, property damage, contractual, damages, losses, expenses and legal fees asserted against the Company resulting from the Company's own negligence and the negligence of the Company's agents, servants and employees. Stated differently, the Independent Contractor agrees to fully defend, indemnify and hold harmless the Company for the negligent acts or omissions of the Independent Contractor or its agents and employees. This indemnification shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Independent Contractor under any workers' compensation acts, disability benefits acts or other employee benefits acts.

**19. NON-COMPETE.** The Independent Contractor understands that the Company has expended large amounts of time, resources and money developing and maintaining its customers/accounts. Since the Independent Contractor may be placed in contact with many of the Company's customers/accounts while performing the services under this Agreement, the Independent Contractor agrees that it will not compete with the Company as an employee, contractor, subcontractor, independent contractor, or in any other capacity by providing the same or similar services that are the subject of this Agreement for any of the Company's customers/accounts for a period of three (3) years after this Agreement has been terminated by either party. In addition, the Independent Contractor shall not disclose to any other person, or use, on its own behalf, any customer/account names or other confidential information gained from its relationship with the Company. The parties agree that in the event of the Independent Contractor's violation of this Agreement not to compete, the Company will be entitled to both temporary and permanent injunctions and, at its option, liquidated damages in an amount equal to the total gross amount

Independent contractors Initials: \_\_\_\_\_

Virginia Snow and Ice Representative Initials: \_\_\_\_\_

that the Independent Contractor earns from competing jobs during the three (3) year period after termination with the Company, plus the Company's costs of enforcing this Agreement including its Court costs and attorney's fees.

20. **TERMINATION.** The Independent Contractor shall not terminate this Agreement or any Scope of Work Agreement prior to the expiration of the term set forth in the signed Scope of Work Agreement. The Company may terminate this agreement and/or any Scope of Work Agreement at any time for any reason whatsoever with 24 hours written notice to the Independent Contractor. Said written notification may be by Regular Mail, Email, Facsimile or Certified Mail.

21. **SEVERABILITY.** If any portion of this Agreement is deemed to be invalid, it shall not affect the validity of any other section or provision in this Agreement.

22. **CONFIDENTIALITY.** The Independent Contractor understands and agrees that the terms and values of this Agreement are confidential and privileged information for the use of the Company only. Under no circumstance are the contents of this Agreement, including the agreed pricing, to be disclosed orally or in writing to any other persons or entities. The Independent Contractor understands and agrees that the release of such confidential and privileged business information could cause the Company to suffer significant and/or irreparable financial and/or business losses. The Independent Contractor is prohibited from discussing its personal rates and hourly wages with any of the Company's customers/accounts, as well as with each other. Disclosure of this confidential information by the Independent Contractor will result in the termination of Independent Contractor and Company shall be entitled to liquidated damages in the amount of \$5,000.00. The Company may, in the alternative to liquidated damages, commence an action for the actual damages it suffers if the Company deems that such damages exceed the amount of liquidated damages. Should the Company commence any such action, the Independent Contractor shall be liable for payment of any costs and attorney' fees that are incurred by the Company.

23. **ARBITRATION.** The Independent Contractor agrees the Company shall have the right to demand that any controversy or claim arising out of or relating to this contract, or the breach thereof, be submitted to and settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The Independent Contractor further acknowledges that the Company, in its sole discretion, has the right to decline the submission of any such controversies or claims to arbitration and the parties would then be free to pursue any claims through litigation. The Company is not required to submit any claims or controversies against the Independent Contractor to arbitration and may proceed directly with litigation.

Should the Independent Contractor desire to assert any claims against the Company, the Independent Contractor shall provide the Company with written notice of the nature of any claim and the amount of damages sought via Certified Mail. The Company shall then have 30 days from the receipt of that correspondence to direct the Independent Contractor to initiate arbitration or decline to submit the matter to arbitration. Should the Company fail to respond to the notice of claim or controversy within 30 days of receipt, the matter shall be submitted to arbitration, initiated by Independent Contractor. All costs associated with the administration of the arbitration process shall be born by the Independent Contractor, including, but not limited to, filing fees and arbitrator's fees.

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The number of arbitrators shall be one. The place of arbitration shall be Stafford Virginia.. Virginia law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

**24. APPLICABLE LAW.** In the event the Company declines to submit any claim or controversy to arbitration, the parties agree that jurisdiction and venue for any litigation filed by any party will be in Stafford County in the State of Virginia. Depending on the amount of damages in dispute, the parties agree that the filing of any lawsuit or pleading must be in Stafford County, Virginia, in the Small Claims, Special Civil or Law Division courts. The parties agree that there will be no lawsuits, filings, pleadings or litigation outside of Stafford County, Virginia. If the Subcontractor files any lawsuit or legal pleadings in any other state except Virginia, the Subcontractor agrees that the Subcontractor has breached this Agreement and the Subcontractor further agrees to reimburse the Company for all costs and legal fees expended by Company in moving for the dismissal of that matter, the defense of that matter or for transferring the litigation to Stafford County, Virginia.

The parties agree that any and all litigation under this Agreement shall be governed by the laws, statutes, regulations, ordinances and case law of the State of Virginia.

**25. SAFETY.** The Company makes no representation with respect to the physical conditions or safety of the Project site. The Independent Contractor shall, at its own expense, preserve and protect from injury its employees, agents engaged in the performance of the Work and all property and persons which may be affected by its operations in performing the Work. The prevention of accidents to workers engaged in the Work and others affected by the Work is the responsibility of the Independent Contractor and the Independent Contractor shall comply with all federal, state, labor and local laws, regulations and codes concerning safety as shall be applicable to the Work and to the safety standards established by the Company during the progress of the Work. The Independent Contractor shall indemnify, defend and hold harmless the Company and all of the Company's agents and employees from any costs, expenses or liability (including attorney's fees, fines or penalties) resulting from the failure of the Independent Contractor to comply with aforesaid laws, regulations and codes.

**26. ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the parties and supersedes all proposals, statements (both oral and written) between the parties on this subject matter. This Agreement shall supersede, in all respects, any conflicting or supplemental terms. The parties understand and agree that only a written addendum, signed by both parties, can change or modify any portion of this Agreement.

**27. AGREEMENT TERMS.** The Independent Contractor has completely read, and fully understands all the provisions, clauses and information in this Agreement. The Independent Contractor is entering into this Agreement voluntarily, without any coercion from any person or company.

**28. AUTHORITY.** The parties hereby represent and warrant that the execution, delivery and performance of this Agreement is fully authorized and within the power of the individual executing on behalf of the party to fully and completely bind that party.

**29. COUNTERPARTS.** This agreement may be executed in counterparts and facsimile copies of signatures to this agreement are hereby deemed as originals.

Independent contractors Initials: \_\_\_\_\_  
Virginia Snow and Ice Representative Initials: \_\_\_\_\_

**IN WITNESS WHEREOF**, the undersigned have hereunto set their hands and respective seals as of the day and year first above written.

**SUBCONTRACTOR INFORMATION:**

Name: \_\_\_\_\_

Work: \_\_\_\_\_

Fax: \_\_\_\_\_

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Virginia Snow and Ice, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Independent contractors Initials: \_\_\_\_\_  
Virginia Snow and Ice Representative Initials: \_\_\_\_\_