

General Service Agreement

This GENERAL SERVICE AGREEMENT (the "Agreement") is dated this ___ day of _____, 202 .

Client: Name: Address: (Hereafter the "Client")	Voroco, LLC 2710 Arboles Lane Fairbanks, AK 99709 (Hereafter the "Contractor")
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BACKGROUND

1. The client is of the opinion that the Contractor has the necessary qualifications, experience, and abilities to provide services to the Client.
2. The Contractor is agreeable to providing such services to the Client on the terms and conditions as set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

SERVICES PROVIDED

- 1) The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - a) Snow Removal Services as described by Exhibit A and Exhibit B.
- 2) The Services will also include any other tasks which the Parties agree on. The Contractor hereby agrees to provide such Services to the Client.
- 3) Contractor will furnish labor, supervision, services, materials and equipment necessary to perform the services for the Client as are set forth on "Exhibit B: Scope of Work" (the "Services") at the prices and/or amounts set forth on the "Rates Schedule", "Exhibit B: Scope of Work" or specific quotation provided to Client (hereafter the "Specification"). Services will be made available to Client and the term of this Agreement (the "Term") will be as set forth on the quotation and/or "Exhibit B: Scope of Work".
- 4) Unless the Specification indicates otherwise, Client and Contractor agree that Client will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services. Client agrees to determine when and to the extent Services are required, Client shall be required to notify Contractor in advance when and to the extent Services are required as a result of accumulations of snow and/or ice or any other conditions requiring Services, and Contractor shall not be liable for any Damages (as hereinafter defined) resulting from Client's failure to timely or appropriately request Services from Contractor and Client agrees to indemnify, defend and hold harmless Contractor from and against any Damages resulting from Client's failure to timely or appropriately request Services from Contractor. Thresholds for Contractor to self-initiate as shown in the Specification are deemed to grant permission to begin, but are not a requirement to respond unless requested by Client.
- 5) If as indicated on the Specification, Client and Contractor agree that Contractor will determine when and to the extent Services are required by accumulations of snow and/or ice or any other conditions requiring Services, then Client agrees that Contractor's reasonable determination of the need for and amount and scope of the Services provided shall be binding on Client. If Client elects to suspend or deny Services at any time, Client shall provide Contractor with a written proposal to modify the scope of Services to Contractor; Contractor will continue to perform according to the

existing scope of Services until such a proposal is mutually agreed. Contractor shall respond promptly and within a reasonable amount of time as weather conditions and government restrictions permit.

TERM OF AGREEMENT

- 6) The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until _____, 202_, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.
- 7) In the event that either Party wishes to terminate this Agreement prior to _____, 202_ that Party will be required to provide five days' written notice to the other Party. If contract is periodic, pre-payment will be returned on a pro-rated basis per half-month.

PERFORMANCE

- 8) The Parties agree to do everything in their power to ensure that the terms of this Agreement take effect and are satisfied.

CURRENCY

- 9) Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (United States Dollars).

COMPENSATION

- 10) The Contractor will charge the Client for the Services at the rate of \$____. per annum, billed as \$____per month/annum/job. (the "Compensation").
- 11) The Client will be invoiced every _____. Invoicing will occur on the ___ day of each month / job.
- 12) Invoices submitted by the Contractor to the Client are due within 15 days of receipt. Contractor shall have the option to terminate this Agreement, or otherwise suspend, delay, or modify services upon written notice to Client if Client fails to pay Contractor in full all invoiced amounts within 15 days.

REIMBURSEMENT OF EXPENSES

- 13) The Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services.
- 14) All expenses must be pre-approved by the Client.

LATE PAYMENTS

- 15) Interest payable on any overdue amounts under this Agreement is charged at a rate of 10.50% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower. Interest is compounded daily, at the beginning of each calendar day (0.02877% /day on remaining balance).
- 16) Late payments (receipt after the 15th calendar day beyond the due date, or date of invoice transmittal) may be assessed a fee of \$25 in addition to any remaining balance and interest charge.
- 17) The Contractor reserves the exclusive right to determine whether to charge a late fee, interest, or waive any balance. The Contractor's choice to extend any due date, offer temporary forbearance, or waiver of certain fees and interest shall not be construed to be a waiver of rights to collection of late fees, interest, or balance due. Contractor reserves the right to collection of charges via legal process after the 30th calendar day after invoice transmittal or due date. Client agrees to reimburse Contractor for time (\$35/hr), collection fees, legal fees, and court fees incurred in recovery of balances, fees, and interest that are overdue. Any fees incurred in recovery of amounts due will continue to accrue interest until paid in full.

TRADE SECRETS / PRIVACY

- 18) Trade Secrets (the “Trade Secrets”) include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of the Client, which are secret and proprietary to the Client, and which give the business a competitive advantage where the release of the Trade Secret could be reasonably expected to cause harm to the Client.
- 19) The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.
- 20) Private information will not be disclosed or shared other than as part of billing, as required by law, or as determined by the Contractor’s Privacy Policy. Reasonable safeguards are taken to safekeep information. The Contractor is not liable for actual or consequential damages due to loss, theft, or disclosure of information. Contractor will notify Client immediately upon becoming aware of a data disclosure, loss, or theft as allowed by law. Client may request removal of data outside of that necessary to keep for legal compliance upon contract termination.

OWNERSHIP OF INTELLECTUAL PROPERTY

- 21) All intellectual property and related material (the “Intellectual Property”) that is developed or produced under this Agreement, will be the property of the Contractor. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 22) Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Contractor.

RETURN OF PROPERTY

- 23) Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

- 24) In providing the Services under this Agreement, it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

RIGHT OF SUBSTITUTION

- 25) Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage a third-party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services without approval of Contractor.
- 26) In the event that the Contractor hires a sub-contractor:
 - a) the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
 - b) For the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

AUTONOMY

27) Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

28) Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear, and any other parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

29) The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

30) All notices, requests, demands or other communication required or permitted by the terms of this Agreement will be given in writing and delivered electronically, by physical delivery, or mail to the Parties at the following addresses:

- a) _____, AK / _____@_____
- b) Voroco, LLC | 2710 Arboles Lane Fairbanks, AK 99709 / vorocollc@gmail.com

or to such other addresses as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INSURANCE

31) During the term of this Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof may be presented to Client by request in form and content satisfactory to Client prior to commencement of the Services. This listing shall not limit the Contractor from maintaining higher limits or more comprehensive insurance policies. The insurance is at a minimum as follows:

- a) Workers' Compensation in accordance with the laws of the state in which the Property is located;
- b) General liability in an amount not less than \$1,000,000.00;
- c) Automobile Liability in accordance with Alaska Law of, at a minimum, \$50,000 for bodily injury or death, per person injured/killed in an accident caused by the driver of the vehicle; \$100,000 for total bodily injury or death liability in an accident caused by the driver of the vehicle; \$25,000 for property damage per accident caused by the driver of the vehicle.
- d) Bonding as required by Alaska Licensing Statutes and Regulations at a value of \$25,000.00.
- e) Subcontractors shall carry the same insurances as the Contractor, except that insurances policies that do not apply to their trade or are not required by law need not be carried. Client may request certificates of insurance from the subcontractor.

INDEMNIFICATION

32) Except to the extent paid in settlement from any applicable insurance policies, and to the extent

permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agent, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

- 33) Client certifies that they are the owner, are approved by the owner, or are otherwise entitled to the right of determination of services and occupation of the location of work. Client is presumed to be knowledgeable of property boundaries and rights. Any trespasses or other property that Client does not have a right of access or privilege to approve access to must be documented in writing and plainly marked. Client agrees to indemnify and vigorously defend Contractor against claims of trespass on property that is not explicitly disclosed. Client agrees to pay any attorney fees incurred by Contractor in defense of any trespass claim of not explicitly and correctly marked and disclosed. Any approval for access to public or private property for which the Client requests work (eg: snow dump location) shall be the sole responsibility of the Client. Any costs to remedy a problem encountered with property rights shall be borne by the Client. Contractor has no obligation to provide services to remedy a property rights conflict.

DRIVEWAYS, WALKS, OTHER SURFACES, AND OBSTRUCTIONS

- 34) Prior to the commencement of snow removal operations, representatives of Client and Contractor will inspect the site and document existing conditions. Joint inspection of property can be waived by Client at their request, and Contractor will be indemnified of all liability for damages that are not known and obvious gross negligence. Contractor will not be responsible for any damage to driveways, expansion joints, walks, and other paved surfaces resulting from treatments with calcium chloride (or equivalent) or salt/sand materials. Contractor is not responsible for cosmetic scrapes on driveways, parking surfaces, or sidewalks, or damage to concrete or paved surfaces at or near expansion joints. Client acknowledges that concrete and asphalt will crack under the ordinary stress of freezing and thawing, and cracked surfaces will not be the responsibility of Contractor during driveway, parking surface, or sidewalk snow removal, traction aggregate application, or de-icing treatments. Contractor will not be responsible for damage to objects (e.g., planters, statues, etc.) left in snow clearing areas.
- 35) Damage to garage doors and buildings caused by equipment shall be the responsibility of Contractor; Contractor shall not be responsible for damage to turf or plant materials caused by snow melting or de-icing materials, nor for equipment operation or snow storage on those areas if not explicitly documented by written agreement. Areas that are expressly documented as areas not to be damaged will not be cleared. Hazard areas or obstructions will not be cleared with heavy equipment within 24 inches. Contractor has no obligation to clear, by hand or otherwise within 24 inches of any obstruction or marked and documented area. Client agrees to mark obstructions, hazards, and areas not to be cleared plainly with high visibility stakes. Stakes may be provided and placed by the Contractor for a reasonable fee of time and materials, with the presumption that Client will immediately verify accuracy of placement and will have made any changes necessary before other services are rendered. In no way does a good faith effort by Contractor to hand clear areas, mark or move obstructions, or place stakes and markings constitute an acceptance of responsibility of those hazards, obstructions, and areas.
- 36) Contractor reserves the right to provide additional services without pre-approval if seen as necessary or convenient by the Contractor. Any services to be billed in addition to contracts already in force or quoted and approved by the Client will not be billed without pre-approval of the Client.

No additional liability will be incurred by the Contractor in providing extra services, nor is Contractor responsible to provide similar services in the future. A non-exclusive example of this would be providing sanding of a driveway or road, though not exclusively specified as a service requested by the Client unless the Client has explicitly documented an election to decline that service. In no way is Contractor liable for consequential damages, eg: a chipped windshield from traction aggregate placed on the road.

37) Reports of damages to real or personal property must be reported to the contractor within twenty-four (24) hours. Failure to report the damages constitutes a waiver and the contractor is released from liability and the Client will hold the Contractor harmless from any liability.

MODIFICATION OF AGREEMENT

38) Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

39) This contract may be canceled by the customer by giving the Contractor five (5) days advance written notice to the other party. Delinquent payments will be due forthwith.

TIME OF THE ESSENCE

40) Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

41) The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

42) It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

43. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

TITLES/HEADINGS

44. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

45. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

46. This Agreement will be governed by and construed in accordance with the laws of the State of Alaska.

SEVERABILITY

47. In the event that any provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

48. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of

the same of other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this ____ day of _____, 202 .

Party:	Party: Voroco, LLC
Signature:	Signature:
Name:	Name: Ivan M Voronin
Authorization:	Authorization: Owner, Sole Managing Member
("Client")	("Contractor")

EXHIBIT A: SNOW REMOVAL GUIDELINES

1. Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described hereunder which include clearing all drive lanes, fire lanes, parking areas, sidewalks adjacent to buildings and public sidewalks.
2. Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
3. Contractor will begin plowing as soon as the snow or ice reaches a depth of ___ inches, or snowfall reaches ___ inches according to the National Weather Service report in the Fairbanks area within ___ hours regardless of the time of day or night or the day of the week. Priority will be given to main access roads and driveways.
4. Nothing in this contract prohibits the Contractor from providing snow removal services above the requirements of this contract, if those services will not incur additional charges for the Client. Any services that will incur additional charges require verbal or written pre-approval of the Client.
5. When a snow storm is expected within 1 week or occurring, the Contractor may store equipment at the site of snow removal operations without penalty.
6. All work shall be completed in a workmanlike manner consistent with customary industry practices, for the amounts specified on Exhibit B or as determined by quotation.
7. Contractor may supply and mechanically spread deicing rock salt or traction aggregates at Contractor's own discretion.
8. All snow shall be plowed away from the buildings and pushed off of the surfaces of the access road or clearing, or as otherwise agreed by both Parties. No snow shall be piled up and stacked around light posts, onto islands, in obstruction of view of traffic signs, mailboxes, or within 10 feet of intersections unless a safe view of crossing traffic is attainable from a typical sedan.
9. All snow shall be plowed away from the buildings no closer than 24 inches. Contractor may windrow snow to each island or light post, upon request; windrows will be removed at no additional cost. Contractor will relocate snow that has accumulated during the Term to a location within 100 feet, if such accumulation begins to impair access to the property entrance, fire lanes, interior roadways or designated parking areas.
10. All fire hydrants must be kept free from snow and easily accessible in case of emergencies.
11. When snow begins to fall with heavy and rapid accumulations it is understood that Contractor may need to temporarily store snow in locations other than designated or customary snow dump sites with the understanding that the snow will be removed at a later time, not to exceed 14 days.
12. Contractor shall not create drifts in front of dumpster enclosures, fire lanes, or entrances, on sidewalks or blocking walkways and agrees to remove Contractor-created drifts at no additional cost.
13. Contractor shall be responsible for damage to the Property not otherwise excluded caused by snow removal operations including, buildings, light poles, signs, landscaping explicitly marked and disclosed, and vehicles parked in a plainly visible location out of the roadway. Contractor shall not be responsible for delayed or declined snow removal operations due to a need for mitigation by Client of obstructions and property that may be damaged, and will make good faith efforts to contact the Client when a delay will occur.
14. Contractor agrees to contact the Client if snow removal must be delayed.
15. Contractor agrees to provide the Client with all current after hours contact information.

EXHIBIT B: SCOPE OF WORK

THIS SNOW REMOVAL CONTRACT (“Agreement”), is entered into this 24th day of October, 2020, by and between _____ (“Client”), acting by and through _____ (“Agent”), its managing agent, whose address is: _____, AK / _____, AK, and Voroco, LLC, of 2710 Arboles Lane Fairbanks, Alaska 99709 (“Contractor”).

PROPERTY NAME & ADDRESS: _____

CONTRACTOR’S CONTACT NAME: _____

Ivan M Voronin

CONTRACTOR’S ADDRESS: _____

2710 Arboles Lane, Fairbanks, AK 99709

CONTRACTOR’S PHONE #: (907) 978-4073 FAX #: (N/A) _____ - _____

AFTER HOURS #: (907) 978-4073

CONTRACTOR’S E-MAIL: vorocollc @ gmail.com

CONTRACTOR’S TAXPAYER ID #: 47-3705514

COMMENCEMENT DATE: _____, 202__

TERMINATION DATE : _____, 202__ (subject to earlier termination as described in contract).

Property Description and Address:

Types of Areas for Snow Removal: *(Roads, parking, turnarounds, walkways)*

Services to be provided: Hand Clearing close to hazards, narrow spaces
 Equipment clearing open spaces / Equipment clearing of driveway/road / Hardpack removal
 Snow transport/removal from directly adjacent to area / Traction aids (salt, sand) / First Priority service
(Check anything requested. Cross out anything to NOT provide)

Contract Term: Per job callout / Yearly / Monthly installment

Threshold of Service:

Wait until call-out by Client. Respond ASAP & within 24 hours if possible.

Wait until call-out by Client. Respond within _____ days as possible.

Plow each __ inches of snowfall, per NWS NOAA.

Plow after snowfall stops for 24 hrs, up to __ inches of snowfall

Plow regardless of whether snowfall has stopped at __ inches, in the __ early morning or __ evening.

Pricing:

Limitations:

___ Up to ___ clearings per: ___ annum / ___ month without additional billing

__ Up to __ hardpack removals per annum without additional billing
__ Up to __ traction applications without additional billing per __month / __annum

Size of Areas: (*Length & Width of Road, dimensions of open areas, walkways, etc.*)

Obstructions/Hazards: (*Location, landscaping, ditches, steep, etc*)

Special Conditions/Considerations (*Visibility, snow berm height limits, Needs to move snow anywhere not directly adjacent to area plowed, locations NOT to plow*)

Obstruction/Area Limit/Hazard Marking Description (*How are they marked? Easily visible with snow fall? Any NOT marked? Eg: septic vents*)

Residential or Commercial? RES / COM / PUBLIC RIGHT-OF-WAY

Right to Property: (*Rented? Owned? Arranging for someone else? Privately arranged service area? What approval does Contractor have to be there?*)

Best Contact for Questions:

Please draw a diagram of the area to be plowed, locations for snow dump, hazards, etc.: *(Not to Scale, please include approximate dimensions)*

