

**TERM:** This agreement is made between \_\_\_\_\_

(Herein called "the Company") and \_\_\_\_\_ (Herein called "Service Provider"). It will

be effective commencing \_\_\_\_\_ and continuing until \_\_\_\_\_

The intent of this agreement is to establish a working relationship between the Company and the Service Provider for this purpose. In order to establish and effectuate this relationship the parties agree as follows:

1. **SERVICE PROVIDER SERVICES:** The Service Provider will be engaged by the Company as an Independent Service Provider and agrees to provide services for the Company's customers/accounts as directed by the Company during the period stated above herein. The Service Provider has the following equipment which will be provided, along with a qualified operator, at all times when required by the Company:

<b>EQUIPMENT:</b>	<b>RATE PER HOUR:</b>

2. **PAYMENT:** The Company will pay the Service Provider the rates shown above for the Service Provider's services and/or equipment. 65% of the payment will be issued 20 days after receipt of invoice from the Service Provider for services rendered. The Company will retain 35% of the invoiced amount until payment is received in full from the Company's customer. Starting \_\_\_\_\_, 65% of payment will be issued 20 days after receipt of invoice from Service Provider for services rendered. The Company will retain 25% of the invoiced amount until payment is received in full from the Company's customer, and a 10% retainer will be held for any damages for the season. See Damages #17 herein. If the Service Provider has already been paid for work, and as a result of damages and/or poor workmanship, the Company is not paid; the Service Provider could have an appropriate deduction from subsequent work performed on the Company's customer's properties as a result.

**It is required that completed route sheets be submitted immediately upon completion of snow removal services. "Immediately" is defined as within 8.00 hours after the Service Provider has completed snow clearing services for the Company.** Since route sheets should be filled out as services are performed there should be no issue in providing route sheets timely.

Furthermore, the Company will also deduct a percentage of payment as follows:

Paperwork not received within 8.00 hours after storm completion	10% additional withholding in payment until Company receives payment in full the Client
Paperwork not received until the following day after storm completion	15% additional withholding in payment until Company receives payment in full from Client
All paperwork received after 1 day of storm completion	25% additional withholding in payment until Company receives payment in full from Client

3. **ROUTE SHEETS:** Route sheets are to be completed using the Company supplied document. Route sheets should be completed as services are performed and therefore should be complete upon storm end. Sheets must be legible, with all details for each site completed, reflecting the proper property name per the addendum. Time sheets are to be turned in immediately following the storm(s) completion, but no later than the following business day by 6:00 p.m. All time sheets should be numbered, so that the Company can ascertain the total number of sheets expected to be received from the Service Provider. All time billed under this contract by the Service Provider shall only be exact time on the property. Under no circumstances shall the Company be billed for rounded hours. Any route sheets for the use of billing the Company for customers received more than four (4) business days AFTER a storm will not be accepted, nor paid by the Company, as the Company cannot bill a customer after-the-fact and most storms are billed within seventy-two (72) hours of storm completion. Therefore, it is expected that the Service Provider will provide timely accurate records at all times without delays to insure timely payment by the Company to them.

4. **TRAVEL TIME:** The Service Provider will be paid for travel time between the various jobs that have been assigned to them. Agreed rate will begin at time the Service Provider arrives at the first job and will end at completion of the last job. No travel time will be paid from the last job site on the assigned route(s). The Company does not pay for "break time" nor for "downtime". The Company also does not pay for time required for refueling of Service Provider equipment. If equipment must be fueled prior to starting the assigned route or during its assignment, the start time will commence upon its completion when the Service Provider leaves the fueling point.

5. **SERVICE PROVIDER EXPENSES:** The Service Provider will provide all fuel for his equipment. All the maintenance will be at the Service Provider's expense and all equipment is to be properly maintained to avoid breakdown during a snow clearing period. The Service Provider will not be paid when equipment is broken down or inoperable. Additionally, the Service Provider must notify the Company immediately in the event his equipment breaks down.

6. **SERVICE PROVIDER & INSURANCE:** The Service Provider is engaged as an Independent Service Provider and will NOT be considered an employee of the Company. The Service Provider will provide his equipment as noted above, unless said Service Provider is using rented equipment, see section 12, as well as any other tools, shovels or supplies which are necessary in order to provide the services which the Service Provider is engaged to provide. The Service Provider must provide transportation for all his employees. The Service Provider must have a telephone where the Service Provider can be reached by the Company. The Service Provider must provide any office or administrative services which the Service Provider requires apart from the assigned serviced properties and without cost to the Company.

The Service Provider must provide his own Worker's Compensation insurance for himself and for his employees at statutory limits. The Service Provider must provide auto liability insurance with recommended limits not less than \$1,000,000. The Service Provider must provide general liability insurance with recommended limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate and Rental/Leased Equipment minimum of \$75,000 when renting Company equipment. The Service Provider will provide the Company with waiver of subrogation on the general liability policy and workers compensation. Certificates and Endorsements must reflect both on-going and completed operations. The Service Provider will provide the Company with appropriate certificates of insurance naming \_\_\_\_\_ as additional insured for all insurance types. Insurance coverage must indicate that it is for snow removal operations and a 30 day notice of cancellation of insurance must be provided. The Service Provider will be responsible for payments to his employees for their work and for any required withholding, and pay overtime according to State and Federal laws. If, for some reason, additional insurance premiums and/or taxes are levied against the Company because of the services provided by the Service Provider, then those costs will be paid to the Company by the Service Provider. The Company may withhold such costs from any amounts that it has due to the Service Provider from the Company. If there are not sufficient amounts owing the Service Provider by the Company to cover such costs at the time they become due by the Company, then the Service Provider shall repay them to the Company within 30 days from his receipt of notice

thereof from the Company. If payment is not made, the Company may proceed to collect from the Service Provider by legal process and in such case the Service Provider shall also be responsible for the Company's reasonable costs and attorney's fees.

7. **SUPERVISION & TRAINING:** The Service Provider will be responsible for the work assigned to him and for the conduct of himself and all his employees and will provide adequate supervision for them as well as training of their employees. The Company will provide site maps for every site the Service Provider will manage, per the addendum to this contract, which reflect snow pile placement and other details of the site; these maps are approved by the customers and must be followed. The Service Provider will also be provided with an addendum to this contract. The addendum will provide service details regarding depths of service, any special notes, operating hours, etc. These addendums are based off of the contracts the Company has with its customers. If the site maps and addendums are not followed, i.e. piles are not properly placed or services are not performed according to the addendum the Service Provider will be responsible for resolving issues at their own expense. The Service Provider will ensure that his work and the work of his employees is provided in a good and workman like fashion and in accordance with the standards established by the Company. Within these limits, the Service Provider may perform the job as he sees fit. The Service Provider agrees to coordinate with the Company and that the Company has the right to oversee the quality and timeliness of the work. However, the Company will have no obligation to provide supervision or control of the Service Provider's manner of performing the work or of his employees.

8. **STARTING TIME/EQUIPMENT AVAILABILITY:** Time is of the essence to the Company customers. The Service Provider shall keep aware of weather conditions and when there is threatening weather, monitor their respective assigned properties and shall perform services once trigger depth has been reached as outlined in the addendum. In the event of the possibility of snowfall the Service Provider agrees to keep The Company informed of whereabouts and availability if the Service Provider will not be at his regularly designated phone number. Additionally, Service Provider agrees their equipment is engaged for the entire winter season. To that end, should Service Provider remove said equipment from assigned site(s) prior to the end of the winter season, the Company will be forced to engage supplemental equipment in order to properly service its customers. Should the Company be forced to pay for such services in excess of the agreed upon amount with Service Provider, the Company shall be entitled to deduct any amount over and above what has been agreed upon with Service Provider from any withheld monies.

9. **MINIMUM USAGE:** The Company will not estimate the hours of usage for the above equipment nor guarantee a minimum usage, due to the uncertainty of winter weather patterns.

10. **NON-COMPETE:** Because the Company has expended many years and large amounts of money developing and maintaining the accounts which it has, and because the Service Provider will be placed in contact with many of those accounts in performing the services under this Agreement, the Service Provider agrees that he will not compete with the Company as an employee, Service Provider, or in any other capacity, by providing the services which are the subject of this Agreement for any of the Company's customers for a period of three (3) years after the termination, for any reason whatsoever, of his engagement with the Company. In addition, the Service Provider will not disclose to any other person, or use on his own behalf, any customer names or other confidential information gained from the Company. The parties agree that in the event of the Service Provider'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 profits which the Company would have earned from competing jobs during the two (2) year period after termination with the Company, plus the Company's costs of enforcing this Agreement including its court costs and attorney fees.

11. **BILLING AND ADVERTISING:** The Company will be responsible for billing customers for the work done by the Service Provider hereunder and for collecting from those customers. It will continue its advertising and sales promotion activities in order to obtain new accounts and maintain existing accounts.

12. **TIME KEEPING:** The Service Provider is required to use the Snow Route Sheet as supplied by the Company document. The Snow Route Sheet must be filled out completely to reflect accurate times of services performed. There must not be any gaps in time, actual time is to be used (*not rounded time*). All lunches must be recorded on the Snow Route Sheet in accordance with State Law one (1) ½ hour break for every 5 hours worked). The Service Provider is required to know and comply with all Federal and State Labor laws.

13. **TAXES:** The Company will not be responsible for any withholding of income taxes, Social Security, or the like from amounts paid to the Service Provider under this Agreement. It will not be providing Worker's Compensation Insurance for the Service Provider. It will not provide any Company benefits of any kind for the Service Provider. Its obligation to the Service Provider will be solely those set forth in this Agreement. The Company will send IRS form 1099 to the Service Provider (if Service Provider qualifies for 1099 per IRS regulations) at his last known address, after the end of the calendar year.

14. **TERMINATION:** It is the intention of both parties that this Agreement, and the relationship between them, will continue through the term of the contract, however either party has the right to terminate the Agreement, at any time by giving no less than two-week's notice (2) to the other party. Only in the case where both parties mutually agree in writing, can the termination time frame be less than what is written herein. However, in the event Service Providers fails to perform, perform timely and accurately services, and/or is fraudulent or negligent in their duties for the assigned properties, two-week's notice will not be required by the Company. In such instance, notification will be in writing to Service Provider with cancellation effective immediately. At such time, Service Provider will have forty-eight hours (48) from time of notice to have any materials and all equipment removed from assigned sites. The Company will perform a site inspection for all Service Provider assigned routes and advise of any damage issues deemed to be the responsibility of the Service Provider. Service Provider will then have twenty (20) days from the Company notification to remedy said damages, or can elect to have the Company remedy damages on behalf of Service Provider, and the Company will deduct from any open balance due to Service Provider to remedy. In the event Service Provider fails to meet any of the requirements of the cancellation, the Company will deduct from monies due to Service Provider, and/or in the event that monies due are insufficient, invoice the Service Provider for remaining monies due. Service Provider will have terms of Net 30 to make restitution to the Company. If payment is not made within thirty (30) days from date of invoice, the Company may pursue collection by legal means and the Service Provider shall then also be responsible for the Company's legal costs and attorney fees.

15. **CHARGING AGAINST COMPANY:** The Service Provider will not use the name of the Company or attempt to use the Company's credit, for the purpose of buying or charging fuel, parts, tires or anything else that would be to the Service Provider benefit. If anything is charged to the Company, the Service Provider can expect the Company to take whatever legal action is necessary to seek reimbursement and will be responsible for all expenses incurred by the Company. Also this would be cause for termination of this Agreement by the Company, however in such case the Company is not required to supply two (2) weeks' notice, termination could be effective immediately.

16. **DAMAGES:** The Service Provider understands that they will be fully responsible for any damages to the property of any of the Company's customers which is caused by the Service Provider or any of his employees. The Company takes existing damage photos at the beginning of each season. The Company recommends that the Service Provider also review their assigned sites and take photos of any existing damage before the season starts. The Company photos will serve as the main evidence regarding damages. Service Providers are required to repair damages by season end, but no later than \_\_\_\_\_, unless written approval is received from the Company to the contrary. All repairs must be remedied in like new condition. Upon completion of said damage, Service Provider will submit documented proof and photos to the Company. The Company in turn will seek approval

from the customer. Once approval is provided, the retainer will be released to Service Provider. However, in the event that damage is not cured by Service Provider by \_\_\_\_\_, the Company will remedy said damages at their sole expense and seek restitution directly from the Service Provider. This compensation will be either in the form of a reduction of monies still due to the Service Provider and/or an invoice for the difference in the event the payables is insufficient to cover said costs. If payment is not made within thirty (30) days from date of invoice, the Company may pursue collection by legal means and the Service Provider shall then also be responsible for the Company's legal costs and attorney fees.

17. **NON-ASSIGNABILITY & BINDING EFFECT:** The Service Provider may NOT assign rights or delegate any of their obligations under this Agreement to any third party at any time.

18. **MISCELLANEOUS:** This Agreement is made in the Commonwealth of \_\_\_\_\_ and will be construed according to \_\_\_\_\_ Law. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement. The Agreement may be amended only in writing signed and agreed by both parties.

19. **SERVICE SITES:** All sites serviced by the Service Provider will be detailed with specifics through the addendum, as well as the pre-season site maps. The Service Provider is responsible for following the pre-season site maps and the detailed specifics. Any issues that arise due to items covered in the addendum and on the map will need to be resolved at the Service Provider's expense.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Contract on the day and year first written herein and are duly authorized.

\_\_\_\_\_  
Service Provider Legal Name

\_\_\_\_\_  
Service Providers Address

\_\_\_\_\_  
City, State and Zip Code  
Signature of Duly Authorized Party

\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date Executed

\_\_\_\_\_  
Date Executed