

Michael's Landscaping Services, Inc.

Est. 2003

Commercial Snow Removal and Salting Service Contract



Steve Marsh, Community Manager
Quality 1 Property Management
9420 Annapolis Road
2490770-5381
smarsh@quality1propertymanagement.com

RE: The Townes at Hillsdale

Michael's Landscaping Services, Inc. (hereinafter referred to as "MLS," "We" and/or "Contractor") agrees to perform Snow Removal and Salting Services per the specifications incorporated herein at Worksite, **2400 Hillsdale Place**, for the Winter Season **beginning 2021 and ending 2022**.

SCOPE OF WORK

Snow Removal Services commences when the accumulation of snow is more than three (3) inches and upon the Property Manager or Owner's email request. Snow Removal Service is limited to Worksite. MLS is only responsible for the removal of snow measuring 1-12 inches in depth. MLS will remain at Worksite during active snowfalls to remove snow once surfaces become covered 2-3 inches in depth.

MLS, deeming it necessary, may rent equipment/materials to execute Snow Removal Services. Removal of heavier snow will require the rental of a Front-end Loader for scooping and lifting snow. To guarantee the availability of a Front-end Loader, MLS requires a \$5,000.00 deposit at the time of signing. The hourly rate, listed below, for the Front-end Loader, shall be deducted from the deposit. MLS will refund any remaining funds at the end of the contract period.

Salting Services commences at contractor's discretion and upon Property Manager or Owner's email request. Salting Service is limited to Worksite.

Pre-Treatment Services will be performed when snowfall, freezing rain and/or ice accumulation is or expected to be less than 2 inches. This service will only begin upon the request and approval of the property manager **via email**. Pretreatment services are limited to Worksite.

GENERAL SPECIFICATIONS

MLS will recognize and perform under the written terms and specifications contained or referred to within this document.

MLS will furnish any materials, labor, equipment, or subcontractors as we deem necessary to maintain landscape needs. We will provide supervision to assure services within this agreement are performed in a timely and professional manner.

Insurance will be in full force and effect for the period of this agreement. After receipt of executed documents, MLS, upon request, will furnish certificates of insurance detailing coverage.

REGULAR RATES (Fees include transportation time)

Snow Plowing	\$ 125.00 p/Hour
Snow Shoveling of Driveways & Sidewalks	\$ 45.00 p/Hour, p/Laborer
Snow Blowing	\$ 85.00 p/Hour, p/Laborer
Sanding and/or Salting	\$ 95.00 p/Hour + Materials (\$ 35.00 P/Bag of Salt/Sand)
Front-end Loader (3-yard bucket)	\$ 225.00 p/Hour

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HOLIDAY RATES (Fees include transportation time.)

Snow Plowing	\$ 135.00 p/Hour
Snow Shoveling of Driveways & Sidewalks	\$ 55.00 p/Hour, p/Laborer
Snow Blowing	\$ 95.00 p/Hour, p/Laborer
Sanding and/or Salting	\$ 105.00 p/Hour + Materials (\$ 45.00 P/Bag of Salt/Sand)
Front-end Loader (3-yard bucket)	\$ 235.00 p/Hour

PAYMENT

Payment is due within 30 (thirty) days of the invoice date.

Should payment not be received within 30 (thirty) days of invoice date, Michael's Landscaping Services, Inc. reserves the right to temporarily suspend services without prejudice to collect delinquent or future payments as outlined in this contract.

Payments are to be mailed to:

Michael's Landscaping Services, Inc.
Post Office Box 841
Bryans Road, MD 20616

LIMITED WARRANTY

Michael's Landscaping Services, Inc. warrants all damages to plant materials resulting from the negligence of workers on premises of Worksite.

We do not warrant fair wear and tear to expansion joints, speed bumps, surfaces, or any damages resulting from frost heaving on premises of Worksite. Any damage resulting from a high accumulation of salt or other snow removal products is the sole responsibility of the Owner or other party responsible for the upkeep of the premises.

Michael's Landscaping Services, Inc. does not claim to make surfaces free from all ice or drifting snow, nor risks of accidents. We do not warrant the safety of any surface for individuals or vehicles. We do not warrant claims for slips, falls, personal injuries, vehicular or other accidents caused by snow or ice conditions at Worksite. Such risks rest solely with the Owner or other party responsible for the upkeep of the premises.

ACCEPTANCE

Your signature below indicates acceptance of all specifications, rates, payments, and conditions outlined. You authorize Michael's Landscaping Services, Inc. to complete specified work and agree to make payment(s) as outlined.

Client's Signature _____ Date _____
(Owner, Officer or Authorized Agent)

Contractor's Signature Larry C. Mathis Date **September 29, 2021**