

**CUSTOMIZED LAWCARE, LLC.**  
**P.O. BOX 879**  
**MILLSBORO, DE 19966**  
**(302) 245-9289**  
**Customizedlawncare@yahoo.com**

**BAYSHORE POA & COA COMMUNITY**  
**2022, 2023, & 2024 SNOW PLOW AGREEMENT CONTRACT**

**Customized Lawn Care, LLC.** hereby proposes to supply labor and equipment necessary to perform snow removal &/or sanding & salting services as outlined in this contract.

**Parties**

This agreement is made and exerted into this \_\_\_ day, in the Month of: \_\_\_\_, 20\_\_ by and between, **Bayshore** (Hereinafter referred to as customer), and **Customized Lawn Care, LLC.** (Hereinafter referred to as contractor) for snow maintenance services.

In consideration of the mutual promises contained herein, Contractor agrees to perform the following work:

**Scope of Work**

**Customized Lawn Care, LLC** hereby proposes to supply labor and equipment necessary to perform snow removal &/or sanding & salting services:

**General conditions**

1. Snow plowing operations commence when **THREE** inches, or more, of snow accumulates as determined by the contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this agreement, operations are to commence within two hours of **customers request**, or if agreed upon in writing in advance, within a reasonable time frame. A separate charge for this service applies. Commencements of plowing operations are at the discretion of the contractor, based upon snow

accumulations at the property. Customer understands that snow accumulations may vary throughout Delaware, and that accumulations in one section of Delaware are not necessarily indicative of the accumulations at the property. Customer maintains the responsibility for monitoring and inspecting premises.

2. The customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The customer understands that the contractor assumes no liability for this naturally occurring condition. The customer is aware that weather conditions may change rapidly and without notice and that the contractor assumes no liability for such changes in conditions. During operations and after completion of operations, the customer agrees to indemnify and save the contractor, and its employees, against any and all claims by the customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the property, whether or not such claim, damage, injury or death results from the negligence of customer, contractor or others. Customers shall defend all suits and claims arising from or incidental to the work under the agreement, without expense or annoyance to the contractor or its employees.
3. It is understood that the contractor is not responsible for incidental damages from plowing or decking materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hard scrapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
4. **INDEMNITY:** To the fullest extent permitted by law, customer shall defend, indemnify and hold harmless **Contractor**, its owners, agents, consultants, employees, and subcontractors, from all claims from bodily injury and property damage that may arise from customers premises including any acts or missions by customer or customers subcontractors whether employed directly or indirectly, which occur while **Contractor** is not physically on premises.
5. Contractor shall maintain appropriate insurance coverage throughout the term of this agreement. This shall include comprehensive general liability coverage bodily injury and property damage, workers compensation at statutory limits, and automobile liability covering all vehicles equipment and their operators.
6. The customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Customer understands that snow plowing, by its very nature, involves



pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorates, weakened, frost heaved, or was installed promptly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs unless the contractor has been negligent. Customer is responsible for all damage caused to and/or by hidden objects.

7. If sidewalks snow main ten episodes is selected as an option: The customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below (-10) negative ten degrees Fahrenheit. The customer agrees and understands that the contractor reserves the right to stop working in these conditions (without penalty), so as not to force unsafe conditions upon our employees.
8. Contractor will reserve a time slot just for you. Thus, the contractor expects payment for that time slot each time **THREE** inches or more snowfalls and we send our trucks out to plow. If we get to your premises and it has already been cleared by someone other than Customized Lawn Care, LLC., we will still charge the initial accumulation price for that time slot.

**Specifications:**

1. The customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. It is the contractors policy to stay a minimum of (2) two feet away from garage doors and all vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the contractor will only plow the open portion of the plowing area. If the contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the customer will be billed at the prorated amount.
2. Contractor shall snow plow from the main roadway, one or more times per snow starting at **THREE** or more inches as conditions dictate.
3. Snow maintenance services shall commence upon **THREE** inches of snow fall. Contractor is not responsible for cleaning of spaces that contain vehicles, debris, dumpsters, etc.
4. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at the property.
5. Snow accumulation of less than **THREE** inches of total accumulation, customer shall notify contractor as to the necessity of snow plowing services.
6. Snow accumulation of less than **THREE** inches and icy conditions can be treated chemically, at customers request.

7. Contractor may install marker stakes along customers roadway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following snowfall to collect these stakes.
8. Contractor is not responsible for snow banks built up by town plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

**Rules and Regulations:**

- An 8ft wide travel lane will be initially provided and widened to 16ft when snow conditions permit to all living units and lots on common element roadways throughout Bayshore.
- Early coordination within the community is essential to assure proper snow removal responsibility.
- Priority list for snow removal location will be as follows:
  - Main entrance and main roads in the community - Bayshore Blvd., Ashcroft Drive and Bayshore Drive
  - Townhome coordination roads - Turnstone Court, Pelican Court, Sandpiper Court, Heron Point, Osprey Court and Teal Court
  - Fire hydrants
  - Cluster mailboxes on the roadside. Cluster mailbox snow removal will be paid from the Townhome Budget.
  - Clubhouse parking area and entrance
- Snow removal on driveways and entrance walkways in singles is the owner's responsibility. Snow removal on driveways and living unit walkways will be done for residents living in Townhome Units and paid from the Townhome Budget. A red ribbon must be put on the garage door by the resident to indicate the resident is home.
- A limited number of overflow parking spaces in the Townhome section will be cleared at discretion of the Property Manager when snow conditions permit and when possible due to vehicles that may be parked therein. Cost to be paid out of the Townhome Budget.
- Snow will be removed from clustered mail boxes on the roadside when snow conditions permit and when possible due to vehicles parked in spaces in front of said mailboxes.
- Fire hydrants must be accessible in case of fire.



- Any vehicles on the street during a snow emergency will be towed at the owner's expense. Any vehicle impeding snow plows and snow removal on the street will be towed at the owner's expense.

### **Pricing:**

#### **1. Snow evacuation and removal, hourly prices:**

Truck with plow : \$150.00/hr

Skid Steer : \$150.00/hr

Front End Loader : \$325.00/hr

Laborer with shovel : \$45.00/hr

Laborer with snow blower : \$85.00/hr

#### **2. Ice Control/de-icing materials:**

Salt will be applied on public roadways and public sidewalks at an hourly rate of \$150.00 plus cost of salt materials.

Check here, if you wish to **DECLINE** having the contractor apply de-icing agents on your property. We strongly advise against declining application of de-icing agents due to concerns for slippery or icy conditions which could result in damage, injury or death.

Snow/ice maintenance on holidays will be charged at a 20% premium. Holidays include: Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Year's Day and Easter.

#### **3. Description of plowing services:**

Plow two passes wide in all main roads and parking areas.

Shovel sidewalks and steps to main entrances of buildings.

Clear in front of dumpsters.

### **Terms**

1. Services is effective between **March 1, 2022-March 1, 2024**
2. Terms are Net with a 2% charge per month (24% per annum) on all balances 10 days past due. Customer agrees to pay all costs associated with collecting past due balances including, but not limited to, any and all attorneys opt collection agency fees.
3. Contractor will not perform plowing services until any past due balances are paid in full.

**Cancellation**

The agreement is cancelable upon written 30-day notification by registered mail. Payments for services rendered are due and payable upon such cancellation.

**Due to the increased high demand of our snow plowing service, this agreement may be withdrawn by the contractor if it is not accepted within 30 days, or, if the contractor's plowing schedule is filled before being received from the customer.**

\_\_\_\_\_  
Signature of customer/title

\_\_\_\_\_  
Date

**Acceptance of proposal:** The customer has read and understood and the customer agrees to all the terms and conditions contained in this agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, the customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible customer employee or agent who is authorized to endorse this agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be added as outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.

  
Signature of customer/title

  
Date

Please return this agreement. Thank you for choosing Customized Lawn Care, L.L.C.

Sincerely,  
CUSTOMIZED LAWN CARE, L.L.C.

  
Clifford Smith

  
Date