

## PROPOSAL/CONTRACT FOR SNOW REMOVAL SERVICES

This Proposal/Contract for Snow Removal Services (“**Contract**”) is entered into by and between Fancy Cutz, LLC, a Delaware limited liability company (hereinafter “**Contractor**”) and Hamlet at Dirickson Pond/Seascape Property Management Company, (hereinafter “**Customer**”), subject to the following terms and conditions:

1. **JOB LOCATION/ADDRESS:** Hamlet at Dirckson Pond – Jahnigen Drive Frankford, DE 19945 (the “**Property**”). The areas within the Property that are subject to snow and ice removal services (“**Treated Areas**”) include:
  - a. Paved Areas
  - b. Sidewalks
  - c. Other: Clubhouse

2. **DESCRIPTION OF WORK.**

Customer Selects and Contractor agrees to provide the following snow and ice removal services to the Treated Areas for the months of December 2018 through April 2019:

- A. **PRETREATMENT:** Yes \_\_\_\_\_ No \_\_\_\_\_  
*Pretreatment includes the application of salt, brine and other materials to reduce potential accumulations of snow and ice and increase the efficiency of snow and ice removal after a Winter Event. Pretreatment, it does not prevent the accumulation of snow or ice. [For purposes of this Contract, a **Winter Event** is defined as a precipitation event that produces measurable accumulation of snow or ice on paved surfaces.]*
- B. **TREATMENT DURING A WINTER EVENT:** Yes \_\_\_\_\_ No \_\_\_\_\_  
*Treatment during a Winter Event includes the application of materials to accelerate melting and the removal of existing accumulations of snow or ice before a Winter Event has concluded. Treatment during a Winter Event includes reasonable efforts by Contractor to remove then-existing snow and ice, but Treated Areas may remain or become hazardous for travel or any other use. This service is subject to any conditions outside of the control of Contractor, such as driving restrictions imposed by the State of Delaware.*
- C. **TREATMENT FOLLOWING A WINTER EVENT:** Yes \_\_\_\_\_ No \_\_\_\_\_  
*Contractor will make all reasonable efforts to remove snow and ice from the Treated Areas within 8 hours following the conclusion of a Winter Event. Contractor will attempt to deposit snow and ice in locations that minimize the impact upon Customer’s use of the Treated Areas. It is unlikely that Contractor will be able to remove all snow and ice. Slippery, hazardous or unsafe conditions may remain, especially if Customer does not obtain pretreatment services.*
- D. **CLUBHOUSE SNOW REMOVAL:** Yes \_\_\_\_\_ No \_\_\_\_\_  
*Contractor will remove snow from the parking lot at the clubhouse and the sidewalks at the clubhouse for the following price if needed between December 14-15:  
Shoveling sidewalks: \$50 per hour  
Parking Lot Clearing: \$75 per push with a 3 in. trigger.  
DE-Ice(Salt) Parking Lot: \$50  
DE-Ice(Calcium Chloride) Sidewalks at Clubhouse:\$25*

3. **COST and PAYMENT TERMS:**

**MATERIALS:**

- Road Salt: \$425 (For roadways)
- Potassium Chloride: \$ 25(For Sidewalks at the Clubhouse)

**REMOVAL:**

Hourly: Labor Rate	\$50 per hour (i.e. hand shoveling sidewalks)
Initial accumulation up to 3 inches:	\$674 per push
Over 4 inches up to 6.5 inches:	\$750 per push
Over 7 inches up to 10 inches:	\$125 per hour per machine
Over 10 inches up to 12 inches:	\$125 per hour per machine
Over 12 inches:	\$125 per hour per machine
Snow Stake Package:	\$600.00

\*Snow Stake Service to include snow stakes placed throughout the community to ensure curbs, sidewalks, and other obstacles are more easily avoided once snow has fallen and covered surfaces. Snow stakes are owned by Seascope. Price includes snow stake, installation and removal of snow stakes.

**DEPOSIT:** Customer agrees to provide an initial deposit upon execution of this Contract of \$ 600.00 to install snow stakes throughout the community in preparation for Winter and future Winter snow events. (If Customer elects to not purchase the snow stake package, Contractor cannot be held responsible for any damage caused to any unseen obstacles.)

**PAYMENTS:** All invoices must be paid in full within 30 days. In the event Customer fails to pay any amount due under this Contract within 30 days following its due date, the unpaid balance shall be subject to a monthly interest of 1.5 % and a \$30 late fee per month that the invoice remains unpaid. Contractor shall be entitled to collect any attorneys' fees and costs incurred in the collection of any unpaid debt.

4. **SERVICES CONTINGENT:**

Any services elected by Customer in Section 2 of this Contract are contingent upon the circumstances surrounding each Winter Event and the occurrence of one of the following events ("Triggering Events").

A. **PRETREATMENT**

a. A 24 hour forecast by the National Weather Service for snow accumulations of at least 2 inches or ice accumulations of at least .25 inches.

B. **TREATMENT DURING A WINTER EVENT:**

a. Within 24 hours following receipt of a verbal or written request for service.  
b. Within 12 hours following each accumulation of at least 3 inches of snow or 2 inches of ice.

C. **TREATMENT FOLLOWING A WINTER EVENT:** Contractor agrees to make all reasonable efforts to clear the Treated Areas of snow and ice within 8 hours following the conclusion of a Winter Event. The conclusion of a Winter Event is the approximate time when snow or ice precipitation has ceased, and no further precipitation is expected within the following 24 hours.

\*The timing or completion of any service identified herein is intended to serve as an estimate only. Winter Events are unpredictable and subject to a wide degree of severity. Customer understands that additional time may be necessary to begin or complete any service.

5. **DISCLAIMER:** Customer understands that Contractor may not be able to effectively remove all snow and ice accumulations, and that hazardous conditions may remain after Contractor has completed any service required herein. Contractor's ability to effectively remove snow and ice accumulations is subject to a variety of conditions, including precipitation rates, temperatures, and the services selected by Customer (e.g. Pretreatment of paved surfaces). Subject to such circumstances, Contractor agrees to make all reasonable efforts to remove and clear accumulations of ice and snow from the Treated Areas, as may be reasonably feasible. **CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, AND NO PROMISE OR WARRANTY IS MADE THAT THE PROPERTY OR TREATED AREAS WILL BE DEVOID OF SLIPPERY, DANGEROUS OR**

**UNSAFE CONDITIONS.** Any Treated Areas may further deteriorate if additional precipitation occurs or if temperatures are below 32 degrees Fahrenheit.

**6. PREMISES LIABILITY and INDEMNIFICATION:** At all times Customer shall remain responsible for the Property, the Treated Areas, and any use thereof by Customer or any other person, including any of its leasees, guests, invitees, licensees, employees, contractors, vendors, suppliers, agents and mortgagees, tenants and subtenants and their guests, invitees, licensees, employees, contractors, vendors, suppliers, agents and mortgagees (collectively "Third Parties"). Customer further acknowledges and assumes the risk that any snow and ice removal may result in incidental damages to personal property, paved areas, landscaping, water runoff, lighting, curbs, sidewalks, and related fixtures of Customer or Third Parties. Contractor will not be responsible for such incidental damages unless they result from Contractor's willful conduct or gross negligence. During and after any Winter Event, Customer agrees to indemnify, hold harmless and defend Contractor and its agents from and against any and all fault, liabilities, costs, expenses, claims, demands, suits, including attorneys' fees by Customer or Third Parties arising on account of injuries to their person or property occurring on the Property, including any incidental damages relating to Contractor's snow and ice removal services.

## **7. DEFAULT AND TERMINATION**

A. ***Customer's Default:*** If Customer shall fail to deliver any payment or additional deposit or otherwise fail to perform any of the terms or conditions under this Contract, Customer shall be in Default and Contractor may offer an opportunity to cure the default or proceed to terminate this Contract by providing written notice to Customer.

B. ***Contractor's Default:*** If Contractor shall substantially fail to perform any of the terms or conditions under this Contract, Customer shall provide a written notice of default to Contractor who may attempt to cure such default if conditions allow.

C. ***Termination.*** Contractor or Customer may terminate this Contract at any point by providing written notice to the other. If a Winter Event occurs within Forty-Eight (48) hours following receipt of such notice, the termination shall not be effective until after Contractor provides the applicable services required under this Contract for that Winter Event.

## **8. MISCELLANEOUS**

A. ***Entire Agreement:*** This Contract constitutes the entire Contract and understanding between the parties and supersedes any prior agreement. This Contract may only be amended in writing executed by the parties.

B. ***Counterparts:*** This Contract may be executed in 2 or more counterparts, each of which shall be deemed an original and constitute one in the same instrument.

C. ***Attorney's Fees and Costs.*** In the event any action is brought in Court or through Arbitration to enforce the terms of this Contract, the prevailing party shall be entitled to collect reasonable attorney's fees and costs.

D. ***Notices.*** Verbal notices are only permitted as specifically identified in this Agreement and must include a verbal acknowledgement (in person or by telephone). Voicemail does not constitute verbal notice unless or until receipt is acknowledged by recipient. All other notices must be written and shall be deemed to have been given if hand delivered, sent via e-mail with receipt of acknowledgement, or by registered or certified mail, return receipt requested.

E. ***Venue/Choice of Law:*** This Contract shall be interpreted, governed and construed in accordance with the laws of the State of Delaware. Any litigation pertaining to this Contract shall be instituted in the appropriate Court of the State of Delaware in Sussex County, or in the United States District Court for the District of Delaware, as the case may be.

**IN WITNESS WHEREOF**, the parties hereto have executed and sealed this Contract as of the date and year first above written.

\_\_\_\_\_(SEAL)  
FANCY CUTZ, LLC

\_\_\_\_\_(SEAL)  
CUSTOMER

\_\_\_\_\_(SEAL)  
CUSTOMER