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***Snow Plowing Estimate /Contract***

Date of Contact \_\_\_\_\_ Time \_\_\_\_\_ Spoke With: \_\_\_\_\_

Name: \_\_\_\_\_ How did you hear about us? \_\_\_\_\_

Phone: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

Job Location: \_\_\_\_\_ City: Anchorage Zip Code: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: Anchorage Zip Code: \_\_\_\_\_

Email: \_\_\_\_\_

Directions to location: \_\_\_\_\_

**Specific Directions for Snow Storage:**

**Terms and Conditions Winter Snow Plowing**

1. This contract between Kelly Lawn and Landscaping, LLC (hereinafter "Contractor") and \_\_\_\_\_ (hereinafter "Customer") is valid from October 1<sup>st</sup>, \_\_\_\_\_ through April 30<sup>th</sup>, \_\_\_\_\_. This contract for winter services will be billed on the 1<sup>st</sup> of every month or after every two snowfalls, whichever occurs first, for the length of the contract. Payments shall be due 15 days from the billing date. Payments may be made by check, credit card or cash. Either party may terminate the contract for any reason by providing 7 days advance written notice to the other party. Upon such termination, services shall still be provided until the end of the 7-day period.
2. A late payment fee of 5% shall be added to each bill if not paid within said 15 days. The Customer agrees and understands that they shall be obligated to pay interest at the rate of 1 1/2 percent per month on any balances remaining due and payable to Contractor for a period of thirty days from the date of the invoice. The Customer agrees and understands that they will be responsible for all costs of collection, including reasonable attorney fees, should Contractor refer the Customer's account to a collection company or attorney for collection. The Customer shall be responsible for a \$45.00 returned check fee, or the highest amount authorized by law, for any checks returned unpaid for any reason.
3. This Agreement, including any attachments or exhibits hereto, and applicable license agreements, embody the complete and exclusive agreement of the parties and supersede all other communications, oral or written, between the parties relating to the Agreement's subject matter. Any change to this Agreement must be in writing and signed by both parties. Neither the failure nor any delay to exercise a right, remedy or privilege under this Agreement shall be operated as this Agreement is invalid, illegal or unenforceable shall not affect the enforceability of any other provision.
4. The services hereunder shall be completed in an industry standard schedule. Contractor shall not be responsible for lost work time on account of weather, strikes, terrorism, accidents, acts of god, or other events not in the control of Contractor. Contractor is not responsible for damages to landscaping, pavement, and grass on the Customer's property. The work herein may cause damage to the Customer's property.
5. Contractor shall carry all required workers compensation insurance on its workman.
6. If the Customer requests any work above and beyond the work specified herein, the Customer shall be responsible for those costs on a time and material basis, plus a reasonable mark up for profit and overhead.
7. The Customer agrees and understands that no sales taxes are included in the contract price. In the event any governmental authority passes any legislation charging sales tax, such sales tax shall be added to the total cost billed the Customer.

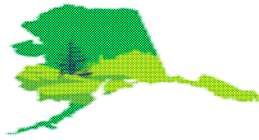
**Authorized Signer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Customer

**Authorized Signer:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Contractor

**\*Please initial next to the following services to accept or leave blank to decline in the description of work below. Both pages must be filled out completely and returned.**

*Let Us Work So You Don't Have To!*

Phone: (907) 441-8923 Fax: (907) 243-8937 9531 Albatross, Anchorage AK 99502



**Snow Plowing**

Snow Plowing services will begin once the snowfall has reached an accumulation of 2.5" and will continue to plow snow until driveways are cleared to industry standards. Snow will be pushed to a designated location on property agreed upon by contractor and customer. Monthly contracts will be due on the 1<sup>st</sup> of the month and have a max of 5 snowfalls per month; each additional snowfall will be billed at our hourly rate. Season contracts have a max of 5 snowfalls per month and are due immediately. **This service is billed hourly with a ½ hour (30 minute) minimum.**

\_\_\_\_\_  
Initials

- Snowplowing \$ 54.00 per man hour \*(per occurrence)
- Snowplowing \$ 100.00 (per month)
- Snowplowing \$ 550.00 (Season)

\*Note: Most driveways can be done at the half hour minimum making the price \$27.00 per occurrence regardless of the amount of snowfall.

**Shoveling**

Entryways will be shoveled once the snowfall has reached an accumulation of 2.5" unless otherwise specified by customer. All sidewalks, entryways, and exits will be cleared of snow and ice melt will be applied. Ice melt will be provided by contractor at a per pound rate. **This service is billed hourly with a ¼ hour (15 minute) minimum.**

\_\_\_\_\_  
Initials

- Sidewalks \$ 46.00 Per Man Hour
- Ice Melt \$ 0.25 per pound

**Sanding**

Sanding services are available on call, or at contractors' discretion. All parking areas such as entrances and exits, aisles, and parking spaces will be sanded in a timely manner. Please Check box below for service type. **There is a 1-yard minimum for this service.**

\_\_\_\_\_  
Initials

- Contractors discretion \$ 75.00 per yard
- On call \$ 75.00 per yard

\*Note: Most driveways will only use the 1 yard minimum making the price \$ 75.00 per occurrence.

**Snow Removal**

Loader and dump trucks will remove snow once snow storage is full. This is an on call service and will be billed at an hourly rate plus dump fees. Snow will be hauled to an appropriate and legal dumpsite approved by the M.O.A. Contractor will contact customer once service is required.

\_\_\_\_\_  
Initials

- Loader \$ 75.00 Per Hour
- Dump Truck \$ 75.00 Per Hour
- Dump Fee \$ 20.00 Per Load \*

\*Dump fee is subject to change customer will be notified. Kelly LLC does not profit dump fee rate. Contractor and customer have agreed that from October 1, 2007 through April 30, 2008 both parties will be under contract and all terms and conditions will be upheld. All changes to description of work or contract terms will be in writing and signed by all parties involved. By initialing next to the above services I accept this estimate and would like this document to act as my contract for the 2007-2008 Winter Season. The contract may be cancelled at any time with seven days prior written notice.

**CREDIT CARD INFORMATION:**

This information is required with your account. The card will never be billed until authorized by the cardholder or if the account becomes due past the terms and conditions agreed upon in this contract.

Visa MasterCard Discover (Circle one) Name on Card: \_\_\_\_\_

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_ / \_\_\_\_ CVV Code \_\_\_\_\_