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September 19, 2012

Westridge
C/o Glenn Shealy
P.O. Box 334
Hockessin, DE 19707

Re: Snow Removal 2012 - 2015

Snow Contracts can only be accepted in conjunction with a signed and executed Lawn Maintenance contract, otherwise the proposed services of this contract will be considered null and void.

The proposed services are as follows:

Complete snow removal of all (Main Roads) entrance, exit, streets and cul-de-sacs from curb to curb.

♦ **Snow Plowing: Roads and Entrances/Exits**

1"- 3.99"	\$ 1,100.00
4"- 7.99"	\$ 1,650.00
8"- 11.99"	\$ 2,200.00

Any snow accumulation greater than twelve inches will increase the price in four (4) inch increments by: \$ 550.00

♦ **Winter Precipitation Control:**

Straight salt	\$ 220.00 per ton
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♦ **Rates for additional services to be completed only upon request:**

Large Snow Plow	\$ 100.00 per hr.
Backhoe	\$ 150.00 per hr.
Front End Loader/Skid steer	\$ 100.00 per hr.
Large Front End Loader	\$ 260.00 per hr.

Any Storm over twelve inches may require additional services for curb to curb service. Ice Storm may relate to more salt applied. Contractor shall not be responsible and client agrees to indemnify contractor from any claims for any damage to surface resulting from client’s decision to use any de-icing products or ice management activities.

We are not responsible for liability claims related to injuries due to snow, ice, or sleet. We are not responsible for damages caused by snow and/or ice buildup to landscape plantings, mailboxes, or vehicles. We are not responsible for concrete damage relating to Ice Melt product applied by Forever Green Landscaping, Inc.

In respect to “unintentional damages” to the community or residents property (yards, mailboxes or vehicles) as a direct result of the process of removing the snow/ice from the community. Any reported damages will be inspected by a representative of Forever Green Landscaping, Inc and a representative of the community they collectively will review any suspected damage, determine the cause of the suspected damage and concur on a satisfactory course of action. This in no way implies a warranty to repair any suspect damages by Forever Green Landscaping, Inc., it simply represents the willingness of both parties to review any issues presented by the community and settle them amicably. Suspect damages caused by snow and/or ice buildup to landscape plantings, mailboxes, or vehicles are not the responsibility of Forever Green Landscaping, Inc.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control.

This agreement may be terminated by the association in the event the contractor is determined by the association to be in default of this agreement and the contractor fails to cure the default as provided herein. In the event of a default, the association shall notify contractor in writing of the default and contractor shall have fourteen days from receipt of written notification to cure the default. In the event contractor fails to cure the default within said fourteen days from receipt of written notification, the association may terminate this agreement. Termination shall be effective immediately upon receipt by contractor of written notification by the association.

Payments received after 30 days from date of invoice will be considered late and the account will be charged a 2% late fee. Contractor may increase the charges to account for any increase in fuel costs or other increased operating costs resulting from uncontrollable circumstances, without prior notice.



Elly Nadot
Forever Green Landscaping, Inc.

September 19, 2012
Date

Acceptance of Proposal

The above contract with regard to price, specifications and conditions is satisfactory and is accepted. You are authorized to do the work as outlined above. Payment will be made as outlined above. Prices are guaranteed if accepted within thirty days of original proposal date.

Print Name

Date

Signature