

# Snow Management Proposal / Contract

PO BOX 3687 · MERRIFIELD, VA 22116

O: 703.849.8226 · F: 703.849.8229

www.deehan.com · info@deehan.com



**TO:** Sample

**Date:**

**H:** ( )

**W:** ( )

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## WE HEREBY SUBMIT SPECIFICATIONS AND ESTIMATE FOR:

### 2005-2006 Snow Management Service

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#### A. Scope of Work:

- Snow blowing services will be provided for all paved driving lanes and concrete sidewalks.
- Snow blowing will be provided automatically when accumulation reaches two inches. During prolonged snow events, snow management deemed necessary by the contractor shall be performed as needed.
- The spreading of sand and de-icing material on drives and sidewalks is at the discretion of the Contractor. If the Contractor is not allowed to sand and/or apply de-icers at his discretion, the burden of liability for any accidents and injuries will fall solely upon the Owner.
- **Option: The Owner must specify that standard de-icing products are not to be used at the property.** Please check box below approval signature (see next page).

#### B. Additional Terms and Conditions:

- Contractor is unable to guarantee a specific time of service visit/s. Service is performed based on the most efficient geographical routing order and is typically performed within a 24 hour period following the weather event under normal conditions. During prolonged snow events, resulting in heavy accumulation totals, multiple visits may be required for adequate and complete clearing of snow from paved driving lanes and concrete sidewalks.
- Contractor warrants that he will use equipment which is in good working and safe order which is accepted by the commercial market as regularly utilized in the performance of the work specified by this contract.
- Contractor will not assume responsibility for damages to vehicles left unattended in the drive areas. If a vehicle is parked in its designated parking space and is thought to have been damaged by any of the Contractor's equipment, the Contractor will have to be notified immediately (within a 48 hour period) and a representative of the Contractor sent out to access the damages before assuming any responsibility.
- Contractor will not be held responsible for any damage to Owner's property, personal injuries, or other liability arising out of acts outside of Contractor's control, including but not limited to vandalism, flood, fire, wind, hail, rain, heavy snow, freezing, lack of de-icer availability, or other natural causes or acts of persons other than Deehan Landscaping Inc.'s employees or agents. Contractor will also not be liable for damage to sidewalks, streets, curbs, sod and other plant material or surfaces as a result of the application of de-icing agents (even those designated safe for use in or on such areas).
- Contractor will not be held responsible for the removal of ice or any injuries to persons or property resulting from falls, slips, sliding, or skidding accidents, etc. *The Owner shall indemnify and hold harmless the Contractor and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from falls, accidents, or personal injury, etc., caused in whole or in part by winter season hazards, snow and icy conditions.*
- Owner understands and agrees that the work to be performed by Contractor involves the mechanical removal / blowing of snow on the property and, the Contractor shall not be responsible for preventing the formation or accumulation of ice on the property or for the removal of ice from the property.
- Contractor is not responsible for accumulation of blowing or drifting snow after site has been cleared. Contractor is not responsible for snow pushed back onto property by municipal or other independent snowplowing operations. Upon request from the Owner, Contractor will re-clear these areas for an additional charge.
- All mobilization of equipment and manpower are charged portal to portal. The Owner should be aware that many times during snow conditions, it may take the crew an extended period of time to reach the property site. The Owner agrees to pay the cost of this mobilization time and all services performed at the rate listed herein.

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TO: Sample

December 7, 2005

H: ( )

W: ( )

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**WE PROPOSE** hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:  
**TOTAL TO BE DETERMINED BASED ON MINIMUM PER VISIT CHARGE OR LABOR PER MAN-HOUR TO COMPLETE THE JOB., WHICH EVER IS GREATER.**

Payment to be made as follows: *Due upon completion of work and receipt of invoice.*

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## ACCEPTANCE OF PROPOSAL, TERMS AND CONDITIONS

By signing and accepting this proposal, client hereby acknowledges that he or she has carefully read and accepts the attached Deehan Landscaping Terms and Conditions. All work shall be performed in a professional workmanlike manner subject to these Terms and Conditions. Deehan Landscaping's Terms and Conditions offer a level of professionalism, client protection, and quality control rarely experienced in the landscaping industry. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the prices specified per this contract.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Cate Feck*  
Director of Enhancements

Note: This proposal may be withdrawn  
if not accepted within (30) days.

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as specified above. Additional Terms and Conditions are included with this Proposal/Contract and are hereby made part of this agreement. I have read and understand the Proposal/Contract. "**BUYER'S RIGHT TO CANCEL**"- In compliance with the Virginia Consumer Protection Act, and the Virginia Home Solicitation Act (Code of Virginia 59.1-21.3), I understand that I have the right to withdraw my acceptance of this proposal by midnight of the third business day after signing this agreement in compliance with Code of Virginia 59.1-21.4. In the event the option to cancel is selected the cancellation must be submitted in writing in order to be in compliance with the Code of Virginia.

Accepted Signature: \* \_\_\_\_\_ Date: \_\_\_\_\_

Accepted Signature: \* \_\_\_\_\_ Date: \_\_\_\_\_

\*(Please Check)

DO NOT USE STANDARD DE-ICING PRODUCTS ON MY PROPERTY.