



PO Box 2170 Dillon, CO 80435 Cell: (970) 389-1046

HOME SWEET HOME SNOW REMOVAL AGREEMENT

PROJECT: THE WATERS AT THE SILVER TROUT, SILVERTHORNE, COLORADO

THIS AGREEMENT is made and entered into on SEPTEMBER 9, 2021, by and between **RED MOUNTAIN COMMUNITY MANAGEMENT** (“Client”) and **HOME SWEET HOME LANDSCAPING** (“Contractor”), as follows:

1. **SCOPE OF WORK.** Contractor agrees to provide snow removal services in the Project as further detailed in the attached **EXHIBIT A** to this Agreement (cumulatively referred to as “Work”):

PLEASE NOTE THAT EXHIBIT A CONSISTS OF EXCLUSIONS TO CONTRACTOR’S SCOPE OF WORK AND SHOULD BE REVIEWED CAREFULLY BY THE CLIENT.

2. **COMMENCEMENT OF WORK.** See Exhibit A.

3. **FORCE MAJEURE.** Contractor will not be liable for any acts beyond its control, which include, but are not limited to, acts of God, wildlife, water runoff, weather, power outage, utility line damage, labor disputes, material shortages, government agency actions and delays caused by the Client, any employees, agents or owners of the Client, or other contractors. Additionally, Contractor shall not be liable for the acts of third-party contractors and subcontractors that prevent Contractor from performing.

4. **CONSEQUENTIAL DAMAGES.** Neither party shall be entitled to recover consequential, incidental, or punitive damages from one another.

5. **APPROVAL OF WORK.** All work to be performed in a good and workmanlike manner in accordance with industry standards.

6. **LIMITATION OF LIABILITY.**

CLIENT UNDERSTANDS THAT CONTRACTOR IS NOT RESPONSIBLE FOR THE CONDITION OR CHARACTERISTICS OF THE PREMISES AND/OR PROJECT, INCLUDING THE LOCATION OF UTILITIES, AND WILL NOT BE LIABLE FOR ASPHALT, UTILITY OR OTHER DAMAGE, IF ANY, INCLUDING WHILE OPERATING HEAVY EQUIPMENT AT THE PROJECT LOCATION OR FROM SNOW REMOVAL FROM ROOF ONTO PREMISES BELOW. FURTHERMORE, CLIENT ASSUMES ALL RESPONSIBILITY FOR ANY AND ALL DAMAGE RELATING TO SNOW AND MOISTURE, DAMAGE CAUSED BY THE WEIGHT OF SNOW ON THE PROJECT AND/OR PREMISES, OR ANY PORTION THEREOF, DAMAGE TO OBJECTS COVERED BY SNOW AND SPECIFICALLY RELEASES CONTRACTOR FROM LIABILITY THEREFROM.

7. **TAXES, INSURANCE, PERMITS AND LICENSES.** Contractor shall take out and pay for Workers’ Compensation insurance as required by the State of Colorado. Contractor shall pay all applicable taxes.

8. **PRICE AND PAYMENT.** Client shall pay Contractor for its performance of this Contract at the following rates:

See attached **EXHIBIT B**, which is attached hereto and incorporated herein and sets forth total compensation and terms of payment.

Client shall be billed as follows:

Contractor shall submit an invoice upon job completion or upon snow removal contract approval and payment in full of any invoice is due **upon receipt**. Any amounts not paid within thirty (30) days after the invoice is due will accrue interest at the rate of 18% per annum. Contractor shall be entitled to recover its costs, including reasonable attorneys’ fees, incurred for collecting any overdue amount.

Additionally, If the Client does not pay Contractor within thirty (30) days from the time payment should be made as provided in this Agreement, the Contractor may, without prejudice to any other available remedies, upon seven (7) additional days’ written notice to the Client, stop the Work of this Agreement until payment of the amount owing has been received.

9. **EXTRA WORK.** All changes in work requested by the Client that are beyond the Scope of Work outlined Exhibit A must be submitted in writing and agreed upon by the parties in writing. All extra work will be subject to additional charges outlined in **Exhibit B**.

10. **FAILURE OF PERFORMANCE.** In the event the Client believes that Contractor is failing to perform under this Agreement, the Client shall submit its allegations in writing with specificity to Contractor. Contractor shall have ten (10) days to respond to such written allegations. In the event, the parties are unable to resolve the dispute, the parties shall hire an independent and mutually agreed upon expert to arbitrate the dispute. Should such written allegations not be provided to Contractor, it shall be assumed that the Client is satisfied with the Work performed by Contract.

11. **LIENS.** The Contractor agrees to provide the Client with a properly executed Conditional Lien Waiver, if requested at time of payment.



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12. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Client. Contractor has sole control of the manner and means of performing the work required pursuant to this Agreement and shall complete it according to its own means and methods of work. The Client is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the Client are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the Client.

13. **TERMINATION.** In the event Client terminates this Agreement without cause, Client shall be liable to Contractor for all labor and materials performed (or ordered) through date of termination plus profit which Contractor would have received had the Agreement not been terminated (which shall be estimated based upon prorated dates of snow removal contract).

Contractor may terminate this Agreement in the event Client breaches its obligations set forth in this Agreement or if work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, or in the event the Client has filed for bankruptcy, or a receiver has been appointed. In the event Contractor terminates this Agreement pursuant to this Section, the Client shall be liable to Contractor for all labor and materials performed (or ordered) through the date of termination.

14. **INDEMNITY.** To the fullest extent of the law, Contractor agrees to defend, indemnify, and hold Client harmless from and against any and all claims, suits, losses or liability, including attorney's fees and litigation expenses, for or on account of injury to or death of persons, including Contractor's employees, Contractor's subcontractors or their employees, or damage to or destruction of property, or any bond obtained for same, caused, in whole or in part, by any act or omission, or alleged act or

omission, of Contractor, its employees or agents, but only to the extent that the "bodily injury" or "property damage" is caused by Contractor's negligence or by the contractors negligence of those acting on the behalf of the Contractor. Client shall indemnify and hold Contractor harmless from any and all liability associated with it's contractors negligence or the negligence of its employees, owners, directors, agents or contractors. Such indemnification shall include but not be limited to reasonable attorney fees and costs.

15. **GOVERNING LAW.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

16. **ATTORNEY FEES.** If any legal action is instituted to enforce this Agreement or any part of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

17. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind proceeding the date of this Agreement shall not be binding upon any party except to the extent incorporated in this Agreement.

18. **MODIFICATION OF AGREEMENT.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

19. **SEVERABILITY.** If any of the provisions of this Agreement shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

THIS CONTRACT IS ACCEPTED:

RED MOUNTAIN COMMUNITY MANAGEMENT

AUTHORIZED SIGNATURE: _____
DocuSigned by:
Sheila Skaggs
652C1AD37F5B4B8...

NAME: _____
Sheila Skaggs

DATE: _____
9/9/2021



EXHIBIT A - SCOPE OF WORK

THE WATERS AT THE SILVER TROUT, SILVERTHORNE, COLORADO

**2 YEAR CONTRACT
STARTING NOVEMBER 1ST 2021 – APRIL 30TH 2022
STARTING NOVEMBER 1ST 2022 – APRIL 30TH 2023**

SHOVELING: Shovel entrances and steps for 29 units.

PLOWING: Plow driveways for 29 unit and common parking spaces.

FENWICK LANE: Plow Road per terms below.

Contractor will provide snow removal to the project as follows:

1. Snow plowing or shoveling services will be provided only once on any given day after 3” of snowfall unless client or its representatives request additional services on that same day by e-mail, or text message.
2. Overnight snowfall is considered any snow accumulation more than 3” inches before 10am. Any snow accumulation after 10am will be removed the following day.
3. Snow accumulation outside contract dates or per request will be removed at our hourly rates.
4. Contractor is not liable for unseen objects.
5. Heavy duty snow markers must be installed on each property; client will pay \$6.75 per snow marker. This fee includes installation and removal of snow markers.
6. For roof snow removal the client must provide written notice for a “not to exceed contract” prior to commencing work. If there is no “not to exceed” contract agreement between Contractor and client, Contractor will bill all hours and expect payment upon job completion.
7. Home Sweet Home Landscaping is not liable for accidents or injuries caused by snow or ice. Summit County is an ice and snow environment, so accidents can happen, persons may slip and fall due to snow or ice.



EXHIBIT B - PAYMENT TERMS

THE WATERS AT THE SILVER TROUT, SILVERTHORNE, COLORADO

SHOVELING & PLOWING: \$105 MONTHLY PER UNIT (\$3,045 FOR 29 UNITS)
FENWICK LANE: \$300 MONTHLY

ADDITIONAL SERVICES AND FEES

1. The price for snow shoveling or ice management will cost \$47 per man hour.
2. The price for any roof snow and ice removal will be \$70 per man hour. 1-hour minimum charge, plus mobilization fee of \$100
3. The price for truck snow plowing will be \$95 per hour; 1-hour minimum charge.
4. Skid steer snow plowing or ice management, snowpack removal and pushbacks will be \$100 per hour. 1-hour minimum charge, plus mobilization fee of \$100
5. Parking lot sweeping at the end of the season will cost \$55 per man hour.
6. \$38 for each new five-gallon bucket with ice melts (100% soluble commercial grade ice melt)
7. \$26 for each 50lb bag used to refill five-gallon buckets with ice melt (100% soluble commercial grade ice melt)