



**508-432-5198**  
[olearylandscaping.com](http://olearylandscaping.com)

Customer Name \_\_\_\_\_

Address \_\_\_\_\_

Plan Chosen: **Plow Only**  
(circle one) **Plow & Sand**  
**Plow, Shovel, Sand**

Telephone # \_\_\_\_\_

Email address \_\_\_\_\_

Customer Signature \_\_\_\_\_

Date \_\_\_\_\_

Driveway Dimensions: \_\_\_\_\_

IN CONSIDERATION of the mutual promises and agreements contained in this Contract, the above names customer ("Customer") hires O'Leary Landscaping ("Contractor"), and Contractor agrees to provide services to Customer, all of the following terms and conditions:

1. Provision of Snow Removal Services
  - 1.1 Contractor agrees to provide Customer with snow removal services set out in Exhibit A attached hereto and made part of this Contract (the "Services").
  - 1.2 Contractor will provide the Services on an as-needed basis during the months of November, December, January, February, and March.
  - 1.3 Contractor agrees to be onsite at Customer's property to remove fresh snow within 5 hours after the end of snow fall. Ongoing storms may require more than one visit to remove all snow.
  - 1.4 If snow fall exceeds 18 inches of snow in a single snowfall. Contractor's ability to keep up with snow removal may be exceeded or impeded until the snowfall has stopped. In such an event, snow removal will continue as soon as possible after the snow has stopped falling.
  - 1.5 Snowplowing operations to commence when two inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence within a reasonable time of **Customer's request**, or if agreed upon in writing in advance. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations at the Property. Customer understands that snow accumulations may vary throughout Cape Cod, and that accumulations in one section of Cape Cod are not necessarily indicative of the accumulations at the Property. Customer

maintains the responsibility for monitoring and inspecting premises.

1.6 Contractor may install marker stakes along Customer driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following April to collect stakes.

2. Accumulation and Pricing

2.1 Snow will be removed in 3" increments and we invoice on a per push basis. A "push" is every time we remove snow at the assigned increment. De-icing will be done automatically and as necessary during the course of the season

2.2 Accumulation	Cost
1" to 3" (plowing)	\$ _____
3" to 6" (plowing)	\$ _____
7" to 11" (plowing)	\$ _____
12" or more (plowing)	\$ _____

Salt/Sanding	
All Areas per Application	\$ _____

All pricing is on a per snow event price. A new snow event occurs after 24 hours have passed.

3. Term

The term of this contract is SEASONAL, commencing on the effective date hereof and expiring on 4/1/2015.

4. Invoicing and Payment

4.1 Customer agrees to pay Contractor for the Services in accordance with the rates set out in Exhibit A, to be paid upon receipt of Contractor's invoice.

4.2 Invoices will be submitted weekly by Contractor for payment by Customer. Invoices may be mailed, hand delivered, and/or emailed.

4.3 Payment is due upon receipt. Invoices unpaid for more than 30 calendar days will be marked past due and will bear an interest rate of \_\_\_% per month (\_\_\_% per year), or the maximum amount allowed by law (whichever is higher), from the due date until paid.

4.4 Overdue payments will be applied firstly to accrued interest and secondly to the unpaid principal balance.

4.5 If customer disputes any portion of an invoice, Customer must notify Contractor in writing within 15 calendar days of receiving the said invoice. If no such notification is given, the invoice will be deemed satisfactory. Any portion of an invoice which is not disputed shall be paid in accordance with this Section.

4.6 Customer shall be responsible for payment of any attorney's fees, court costs, or other costs incurred by the contractor in collection of delinquent accounts.

4.7 Contractor reserves the right to suspend provision of Services if payment of invoices is not current.

**Acceptance of Proposal:** The Customer has read and understood and the customer agrees to all the terms and conditions contained in this Agreement. If signed by a corporate officer, partner, or fiduciary on behalf of a corporation, the Customer has certified that they have the authority to execute the power of attorney. The undersigned certifies that he or she is the responsible Customer employee or agent who is authorized to endorse this Agreement. The above specifications and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above. It is understood and agreed that the above work is not provided for in any other agreement, and no contractual rights arise until this proposal is accepted in writing.

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Signature of Customer / Title

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Date