

SNOW REMOVAL AGREEMENT NOVEMBER 2018 - MAY 2019

The Crested Butte South Metropolitan District (hereinafter "District") hereby enters into this agreement with _____

Name and Physical Address of Owner

Pursuant to the terms and conditions as follows:

1. **Mutual Obligations:** The District, and its duly authorized personnel, agree to perform snow removal and snowplowing services, as required in the discretion of the District, to the owner herein in return for prompt payment for its services at a rate and schedule as set forth herein below.
2. **Service Rate:** By signing the Snowplowing Agreement this gives the owner the priority of snowplowing service on a schedule to be determined by the District in its sole discretion. The owner agrees to pay \$110.00 per hour for backhoe, \$150.00 per hour for loader and \$130.00 per hour for skid steer with snow-blower for actual time expended for their service provided, that is for time over the minimum charge of \$30.00 snowplowing and (17 minutes for backhoe and 12 minutes for loader) the minimum charge for snow-blowing driveways will be \$35.00. Anything over 15 minutes for snow-blower (\$2.17 per minute) will be assessed for each call.
3. **Payment:** The owner agrees to pay all statements for services by the 15th day of the following month after services are billed. Payments received later than the 15th day of the following month after services are billed shall accrue service fees of %1 per annum and shall subject the delinquent owner to suspension of services under this contract until such invoice is paid. Please note: Duplex's not billed as an association will split all snow removal fees in half and require a signed Snow Removal Agreement from both parties.
4. **Termination of Contract:** the owner may terminate his obligations hereunder at any time upon 72 hours written notice to the District and full payment of all charges then owing the District. The District may terminate this contract upon 10 days' notice in writing to the owner, unless the owner is delinquent in payment of charges to the District, in which case no notice is required to terminate service. The District may not accept contracts for plowing for any reason it deems necessary and will only accept contracts until our schedule is full.
5. **Notices:** Any notice required hereunder shall be deemed to have been delivered upon deposit in the U.S. Mail, postage prepaid, by first class mail and addressed as follows:
Crested Butte south Metropolitan District
P.O. Box 1129
Crested Butte, CO 81224
6. **Liability:** the district shall not be liable for damage to any objects concealed by snowfall or otherwise in areas where the District is reasonably expected to perform its plowing services. The owner shall be obligated to notify the District of areas, which are not to be disturbed and clearly mark the same with conspicuous flags and other markings.

OVER

7. Binding Contract: This contract shall be binding upon the District, its successors, representatives and assigns and the undersigned owner, successors and assigns. Any assignment or transfer of this contract shall subject the assignee or transferee to all of the obligations specified herein including, but not limited to the payment of any currently owed fees or charges due to the District as consequences of this agreement.
8. Please mark your preference:

_____ 6" List

_____ Request Only

_____ Snow-Blowing (Select 6" List or Request only as well)

_____ Duplex (Agreements are required for both units and all snow removal billing will be split in half.)

IN WITNESS WHEREOF the parties hereto have set their hands and seals this _____ day of _____, 20_____.

CRESTED BUTTE SOUTH METROPOLITAN DISTRICT

Print Owners Name

Print Owners Mailing Address

Owners Phone Number During Business Hours

Emergency Phone Number

E-Mail Address

Owners Signature