

## **SNOW REMOVAL AGREEMENT NOVEMBER 2019 - MAY 2020**

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

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**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 the owner has the priority of snowplowing service on a schedule to be determined by the District in its sole discretion. The owner agrees to pay \$1.83 per minute for backhoe, \$2.50 per minute for loader and \$2.17 per minute for skid steer with snow-blower. The minimum charge of \$35 for snowplowing and the minimum charge of \$40 for snow-blowing services will be assessed each time the property has snow removed by the District. This equates to approximately 19 minutes for backhoe, 14 minutes for loader, and 19 minutes for snow-blower for the minimum charge. Additional minutes will be billed accordingly.
3. **Plowing Expectations:** The District will fulfill this agreement when the District receives 4" of snow by 6:00 A.M.. The 4" determination will be made by observing the "Plow Cam" that can be viewed on the District's website. If there is 4" by 6:00 A.M., you can expect the District to remove your snow. This includes accumulating snow and not just 4" snow events. The District will limit 4" contracts to 100.
4. **Weekend and Holiday Snow Removal:** The District will only plow these days when the accumulated amount has doubled or more, requiring 8"+ by 6:00 A.M.. Please make arrangements accordingly.
5. **Request Only:** Customers on Request Only will allow for 24 hours from call in to have snow removed. Requests on weekends and holidays allow for 48 hours from call in to have snow removed. Requests can be made at any time for any amount of snow. The District will limit Request contracts to 100.
6. **Payment:** The owner agrees to pay all statements for services by the 15<sup>th</sup> day of the following month after services are billed. Payments received later than the 15<sup>th</sup> 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.
7. **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.
8. **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

9. 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.
10. 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.
11. Please mark your preference:

\_\_\_\_\_ 4" List

\_\_\_\_\_ Request Only

\_\_\_\_\_ Snow-Blowing (Select 4" List or Request Only as well)

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 PhoneNumber During Business Hours

\_\_\_\_\_  
Emergency Phone Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Owners Signature