

SNOW REMOVAL AGREEMENT NOVEMBER 2022 - MAY 2023

The Crested Butte South Metropolitan District (hereinafter "District") hereby enters into this agreement with the owner and property listed below if the agreement is accepted.

Owner Name and Physical Address of Property

Pursuant to the terms and conditions as follows:

1. Mutual Obligations: If the agreement is accepted 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 \$2.50 per minute for backhoe, \$3.33 per minute for loader and \$2.50 per minute for skid steer with snow-blower. The minimum charge of \$40 for snowplowing and the minimum charge of \$45 for snow-blowing services will be assessed each time the property has snow removed by the District. This equates to approximately 18 minutes for backhoe, 12 minutes for loader, and 18 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 (www.cbsouthmetro.net). 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 must request snow removal via email to info@cbsouthmetro.net.** Customers on Request Only will allow for 24 hours from emailed request to have snow removed. Requests on weekends will allow for 48 hours from emailed request to have snow removed. Requests can be made on any day of the week for any amount of snow. The District will limit Request contracts to 100. Requests will be addressed after 4" contracts are complete.
6. Payment: The owner agrees to pay for services by the 15th day of the following month after services are billed. Payments received later than the due date shall accrue service fees of %1 per annum and shall subject the delinquent owner to suspension of services under this agreement 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 Agreement: The owner may terminate their 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 agreements 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. The District, only plows in the marked snow poles, and our plow operators will stay a minimum of **2 FEET** from all structures.
10. Binding Agreement: This agreement 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. Agreement Guidelines: Upon receipt of the snow removal agreement, properties will be evaluated for adequate driveway size for equipment request, snow storage, snow poles, flags or markers marking all hazards. Property **MUST** be marked prior to the first snow and markers must remain higher than the level of snow. The District recommends 6' markers. **Snow removal agreements will be approved or denied within 48 hrs. via email to the address provided below.** All snow removal events are plowed in a logical order and not at a set time. The District will not notify you to move vehicles out of driveways. If vehicles are not moved in reasonable time, the operator will move on to the next contract. If snow storage becomes occupied by trailers, campers, cars, or other objects that make snow storage unusable, the District will not remove snow and may terminate the snow removal agreement. **The District will no longer plow private contracts in the commercial area being all of Block 6 and the interior lots on Block 4 and Block 5.**
12. Be Respectful: We understand that big snow storms can be very stressful and a lot of work for everyone. Disrespectful or impolite behavior will not be tolerated, please conduct yourself in a professional manner or the District will terminate the snow removal agreement. This applies for interactions with our administration staff and plow operators.

By signing this contract, you are stating that you, the customer, have read carefully and understand all of the District's obligations, the customer's obligations, including all of the District's policies and procedures.

Please mark your preference:

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

Date

E-Mail Address

Print Owners Name

Print Owners Mailing Address

Owners Phone Number During Business Hours

Emergency Phone Number

Owners Signature

Agreement Accepted Agreement Denied