

Snow Removal Agreement

This Agreement, Made as of November 1, In the Year of 2022,

Between the Owner: (Axis West Prop.Mang. & Realty) Brian Berge
1585 Mid Valley Drive #8
Steamboat Springs, Colorado 80488
970.879.8171

And the Contractor: Giovonni Construction, LLC
PO Box 772827
2206 Downhill Drive
Steamboat Springs, Colorado 80477-2827
United States
Colorado ID# 20171612796
970.761.2854

For the Project: 2022-2023 Snow Removal - 1900-1902 Bridge Ln
1900 - 1902 Bridge Ln
Steamboat Springs, Colorado 80487

Article 1. Scope of Work

Article 1.1. Giovonni Construction, LLC. agrees to provide snow plowing services during the Agreement dates from November 15, 2022 to April 15, 2023 for the above described address of it's Owner or acting parties. "Giovonni" agrees to dispatch its crew and equipment to the above property with a trigger accumulation of three inches (3"). Any amount under 3" will not merit Contractor to service the property under this agreement, unless requested by Owner by any means of communication.

Article 1.2. When Snow fall accumulation is expected to produce more than 3", Contractor will re-visit the property once every 3" snow accumulation until snowfall stops.

Initialed by: Owner BB Contractor _____

Article 1.3. The above described work will be provided at the following rates:

Per Visit of Site Invoiced at a Hourly Basis

Large Wheel Loader w/Plow/Bucket	\$180.00/HR
Small Wheel Loader w/Plow/Bucket	\$160.00/HR
Compact Track Loader w/Plow/Blower	\$140.00/HR
Skidsteer w/Plow/Blower	\$130.00/HR
Tandem Axle Dump Truck (15Ton)	\$150.00/HR
Pickup Truck Plow	\$110.00/HR
Walk Behind Snow Blower	\$80.00/HR
Snow Shovel Labor	\$70.00/HR
Scoria/ De-icer	\$T&M

Note: Snow accumulation before 6 AM will be cleared the same day. Accumulation between 6AM to 11 AM will be cleared the following day. We can not guarantee clearing of any specific time due to unpredictable snow quantity and timing of storm events.

Article 2. Invoicing

Article 2.1. Invoicing will be sent monthly based upon work that was completed. Payment is due within 15 days of receipt of invoice. All amounts not paid within 15 days of upon invoice date will be subject to a 1.5% per month service charge in all unpaid balance until paid. any attorney's fees incurred to collect balance will be due from customer.

Article 2.2. Due to the nature of snow removal and Contractor's service of unlimited clearings per month, payment is due in full prior to next month of service.

Article 2.3. In the event that fuel prices escalate from the current diesel prices, a fuel surcharge may be necessary and will be present on billing without notice.

Article 3. Performance

Article 3.1. Contractor shall perform all Services diligently and in a good, professional, and first class manner, using good quality materials, equipment and workmanship, and sufficient trained personnel to complete the services in a safe and timely manner.

Initialed by: Owner BB Contractor _____

Article 3.2. Contractor shall have total control of the work and shall be solely responsible for the means, methods, techniques, sequences, procedures, and equipment needed to complete the job. Contractor is only responsible for plowing damage that occurs as a result of gross negligence by "Giovonni". Contractor shall have the exclusive right to determine the cause and appropriate solution to any potential damage and shall not be liable for damage caused by external factors beyond its control, such as improperly marked obstacles, actions of third parties, etc.

Article 3.3. Owner is responsible for marking the desired edge of plowing area, any obstacles, and identifying acceptable snow storage locations. **If Owner declines to mark areas, Giovonni Construction will provide marking services of the desired areas for a one time cost of \$150.00 which will appear on first invoicing.**

Article 3.4. If Owner's snow storage location proves to be inadequate, "Giovonni" may elect to proceed with hauling and/or push back, as needed, with Owner responsible for the charges thereof.

Article 4. Hazards

Article 4.1. The Owner specifically acknowledges that snow plowing will not clear their driveways, walkways and parking areas to bare pavement or render them free of ice or snow, and that slippery conditions may exist even after clearing. "Giovonni" is not liable for slips and/ or falls.

Article 5. Insurance

Article 5.1. Contractor states that General Liability coverage is in place in the event that damage occurs to the property, and that those employed by Contractor are covered under the Workmen's Compensation Insurance.

Article 6. Termination

Article 6.1. Either party may terminate this agreement at any time with a 10 day advance written notice. Cancellation date will be the day such notice is received.

Article 7. Acceptance

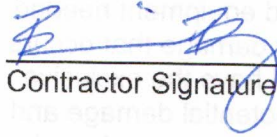
Article 7.1. By the signing of this agreement, the above prices and conditions are satisfactory and hereby accepted.

Witness our hand and seal on this 7th day of November, 2022.

Signed in the presence of:

Initialed by: Owner BB Contractor _____

Witness


Contractor Signature

Witness

Owner Signature

Initialed by: Owner _____ Contractor _____