

ICE AND SNOW REMOVAL AGREEMENT

Made this _____ day of _____, 20____, by and between: _____ (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Contractor").

Contractor agrees to provide snow and ice removal services for Owner according to the terms of this Agreement.

1. The Property ("Property") which is the subject of this Agreement is identified as follows:

2. This Agreement begins on _____ and ends on _____, unless earlier terminated by Owner as provided in this Agreement.

3. Contractor will provide the necessary labor and equipment to remove ice and snow from the Property whenever requested by Owner. If Owner does not make a request, Contractor will commence ice and snow removal operations when total accumulation of snow at the Property equals or exceeds _____ inches.

4. Owner agrees to pay Contractor for such ice and snow removal services as follows:

5. Contractor agrees that all materials and equipment furnished and used under this Agreement will be of good quality, suitable for the purpose furnished, and that all labor will be done in a competent and workmanlike manner. Contractor shall repair and correct any defect or deficiency in workmanship and shall replace any defective materials or equipment upon receiving notice from Owner. All services performed by Contractor shall be done and performed at Contractor's own risk, and it is understood and agreed that the Contractor is an independent contractor and not an agent or employee of Owner.

6. To the fullest extent permitted by applicable law, Contractor shall, at Contractor's sole cost and expense, defend, indemnify and hold harmless Owner, and Owner's agents, servants and employees, (hereinafter collectively referred to as "Owner") from and against any and all claims, liabilities, obligations, losses, actions, suits, damages, expenses, disbursements (including legal fees and expenses) or costs of any kind and nature whatsoever ("Claims") for property damage, bodily injury and death brought by third parties in any way relating to or resulting from, in whole or in part, Contractor's performance or alleged failure to

perform the services for the Property under or in connection with this Agreement. The indemnity set forth herein will apply regardless of the active or passive, joint, concurrent or comparative negligence of the Owner, and regardless of any fault on the part of Owner. Contractor shall likewise indemnify and save Owner harmless from any and all claims, demands, or suits that may be brought against Owner by any employee, representative or agent of Contractor arising out of or incident to the services covered by this Agreement, regardless whether such suits or claims are brought about by the negligence or fault of Owner. The provisions of this section shall survive the expiration or termination of this Agreement until all claims are fully and finally barred by the applicable statute of limitations.

7. Contractor shall, at all times during the term of this Agreement and during any extension, at Contractor's sole cost and expense, obtain and maintain a policy of insurance naming the Owner as an "Additional Insured" which shall provide Owner, its agents, servants and employees with liability coverage with respect to liability arising out of the Contractor's ongoing and completed operations. Such coverage shall not be cancelled, non-renewed or material changed without at least thirty (30) days written notice to Owner. All policies of insurance required of Contractor under this Agreement shall be obtained from reputable insurers licensed to do business in the state where Property is located and copies of such insurance, complying with this provision, shall be furnished to Owner upon Owner's request.

8. This Agreement shall be binding on and inure to the benefit of the respective heirs, successors and assigns and personal representatives of the parties except that Contractor may not assign this Agreement, or any of its obligations thereunder, to any third party without Owner's written consent. This Agreement contains the entire agreement between the parties and may not be modified or amended without a written agreement executed by the parties hereto.

OWNER:

By: _____

CONTRACTOR

By: _____