

SNOW PLOW SERVICE AGREEMENT

Location: _____ Date: _____

Contractor Information:

Full Name / Company Name: _____

Business License / Tax ID No.: _____

Address: _____

Phone/Email: _____

Client Information:

Full Name / Company Name: _____

Address: _____

Phone/Email: _____

Equipment Information:

Snow Plow Model: _____

Year of Manufacture: _____

Vehicle/Attachment Serial No.: _____

Service Details:

Service Location(s): _____

Scope of Work: _____

Service Frequency: _____

Service Duration / Season: _____

Payment Terms:

Total Contract Price: _____ USD

Deposit Amount (if applicable): _____ USD

Payment Method and Schedule: _____

Clause 1 – Agreement to Provide Services

Contractor agrees to provide snow plowing and related services (“Services”) as described herein to Client at the locations specified. Contractor shall perform Services in a professional and workmanlike manner consistent with industry standards.

Clause 2 – Term and Termination

This Agreement shall commence upon signature and continue for the duration specified in the Service Duration section unless terminated earlier by either party upon written notice. Upon termination, Client shall pay Contractor for all Services rendered and costs incurred through the termination date.

Clause 3 – Contractor's Obligations

Contractor shall provide all labor, equipment, and materials necessary to perform the Services. Contractor shall

maintain all necessary licenses, permits, and insurance required by law and shall comply with all applicable laws and regulations.

Clause 4 – Client's Obligations

Client shall provide Contractor with reasonable access to the Service Location(s) and shall promptly notify Contractor of any conditions that may affect performance. Client shall pay all amounts due in accordance with the Payment Terms.

Clause 5 – Payment and Late Charges

Client agrees to pay Contractor the Total Contract Price as set forth above. Payments shall be made according to the agreed schedule. Late payments shall bear interest at the maximum rate permitted by law until paid in full.

Clause 6 – Equipment and Property Damage

Contractor shall exercise reasonable care to avoid damaging Client's property. Contractor is not responsible for pre-existing conditions or damage caused by factors beyond Contractor's control. Client shall notify Contractor promptly of any damage claims.

Clause 7 – Indemnification

Each party shall indemnify, defend, and hold harmless the other party, its officers, employees, and agents from and against any claims, damages, liabilities, and expenses arising out of or related to the indemnifying party's negligence or willful misconduct.

Clause 8 – Insurance

Contractor shall maintain commercial general liability insurance, workers' compensation, and any other insurance required by law or deemed necessary for the performance of the Services. Certificates of insurance shall be provided upon request.

Clause 9 – Limitation of Liability

In no event shall either party be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to this Agreement, even if advised of the possibility thereof.

Clause 10 – Force Majeure

Neither party shall be liable for delays or failures in performance caused by events beyond their reasonable control, including but not limited to acts of God, natural disasters, government actions, strikes, or severe weather conditions.

Clause 11 – Confidentiality

Each party agrees to keep confidential all proprietary or non-public information received from the other party during the term of this Agreement and not to disclose such information except as required by law.

Clause 12 – Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in _____ County, _____.

Clause 13 – Entire Agreement

This Agreement, including all attachments and schedules, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, and negotiations.

Clause 14 – Amendments

Any modifications or amendments to this Agreement must be made in writing and signed by authorized representatives

of both parties.

Clause 15 – Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect and the invalid provision shall be replaced by a valid provision that most closely reflects the parties' original intent.

Clause 16 – Notices

All notices required or permitted under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, certified mail, or by electronic means with confirmation of receipt, to the addresses specified herein or as updated by written notice.

Clause 17 – Independent Contractor

Contractor is an independent contractor and nothing in this Agreement shall be construed to create an employer-employee or agency relationship. Contractor shall be responsible for all taxes and other obligations related to its personnel.

Clause 18 – Waiver

No failure or delay by either party in exercising any right shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of such right or any other right.

Clause 19 – Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

Clause 20 – Signatures

The parties have executed this Agreement as of the date first written above.

CONTRACTOR'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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