

# ACCUCONSTRUCT SERVICES LLC

CT Lic.#0636086 - Fully Insured - Tel.:860-325-0411

E-Mail: [accuconstruct@gmail.com](mailto:accuconstruct@gmail.com)

## ONE TIME SNOW PLOWING SERVICE CONTRACT

I \_\_\_\_\_ (hereafter known as “representative”) represent the property(s) at the address(s) or described as \_\_\_\_\_ (hereafter known as “the property.”) agree to pay Accu Construct Services LLC the quoted price for the following services:

**“Per push” Quote for the property located @:** \_\_\_\_\_

**For the amount of: \$** \_\_\_\_\_

### Upon the following terms

- Property Damage.** The owner will report, in writing, any property damage caused by the contractor within 48 hours. The contractor will repair any timely and properly reported property damage in the spring season during the snow and ice management program season in which the property damage occurred. Notwithstanding anything herein to the contrary, the contractor will have no obligation, and the owner waives any damages for any property damage not timely and properly reported.
- Limitation of Liability:** The contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However, the contractor is not responsible for any: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible. C) Damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation. D) Personal injuries resulting from slip and fall accidents; and/or E) Acts of God, including but not limited to extraordinary weather conditions.
- “Event” Defined.** Any 24 hour period immediately following completion of plowing, or first plow if new customer.
- Indemnification.** The owner shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys’ fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner’s involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.
- Life of Agreement:** This agreement is valid from the date it is signed until 72 hours thereafter
- Payment:** For per visit agreements – Payment due at time of service.
  - **Checks must be made out to Accu Construct Services LLC.**
  - Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%. Accu Construct Services LLC reserves the right to suspend service when payments become more than 10 days past due. This agreement price has been negotiated and agreed upon based on the customer’s driveway/ parking lot as it exists on the agreement date. In the event the customer adds additional areas, driveways, and/or paths that are suitable for snow plowing, shoveling and/or de-icing services Accu Construct Services LLC shall not be responsible for the care or maintenance of such additional improvements without a written change order.
  - A service charge of \$30.00 will be charged for any returned check.
  - Purchasers will be responsible for all costs of collection, including without limitation, Court costs and reasonable attorneys fee’s in the event that it becomes necessary for Accu Construct Services LLC to resort to legal measures to collect any amount owed under this agreement.
- Hazards:** Customer is aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. Accu Construct Services LLC assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.

### **Disclaimers**

Remember, icy or slippery conditions may exist even after work is completed. Accu Construct Services LLC is not responsible however, for any death, injury, loss or damage of or to persons or property by reason of non-performance of our obligations in our agreement. You also agree to waive any right of subrogation against us by reason of same.

Accu Construct Services LLC is not liable for damage to pavement or other surfaces contracted for plowing of snow. Damage can occur but we will make every effort to avoid this. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, Accu Construct Services LLC is not responsible for these accumulations that cannot be removed but will do our best to remove them.

***I have read and understand this document and agree to abide by the terms listed and hereby enter into contract with Accu Construct Services LLC for the purposes listed above.***

\_\_\_\_\_  
Property Representative

\_\_\_\_\_/\_\_\_\_\_/20\_\_\_\_\_  
day/month/year

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