

**ED COOK TREE SERVICE
3015 KOKANEE TRAIL
SOUTH LAKE TAHOE, CA 96150
530 577-5997
OFFICE@EDCOOKTREESERVICE.COM**

2022-2023 SNOW REMOVAL AGREEMENT

Name: _____

Billing Address: _____

Tahoe Property Address: _____

Phone Number: _____

Email: _____

Signature: _____ Date: _____

Thank you for choosing us to do your snow removal this season. Please read through the terms and conditions of our service and if acceptable send your **\$350 non-refundable** deposit via ACH bank transfer or check made payable to Ed Cook Tree Service.

TERMS & CONDITIONS:

We plow once a day using a Bobcat when a storm leaves **4+ inches**. The Bobcat tractor will leave a small amount of snow in front of the garage door to prevent damage. We will stake any necessary areas to avoid damage. Please keep your driveway clear of objects that may clog or cause damage to the equipment such as: rocks, lumber, garbage cans, carpets or newspapers. Please note that we plow driveways only; **we do not shovel walkways, roofs, or decks**. If the property is occupied when we show up, please **move cars promptly** so that we can do the best job for you. Due to the nature of the work, **not all driveways can be done in the early morning and we can't predict exactly what time your driveway will be plowed.**

PRICING:

Please review your contracted cost per time and associated seasonal maximum rate below.

We will apply your deposit to the season total and send you a final bill in the Spring if plows exceed the deposit amount. Your driveway will cost \$____ each time we plow with a seasonal maximum of \$____ regardless of how many times we plow! This should save you money during larger than average snowfall seasons. The \$350 deposit is non-refundable because it allows us to cover some overhead costs of operation during the winter.

*By paying this invoice (non-refundable deposit for snow removal this season) you are accepting our terms and conditions of service and our hold harmless agreement.

Thank you,
Ed Cook

HOLD HARMLESS AGREEMENT

For Residential and Commercial Contracts

This Hold Harmless Agreement (Indemnity Agreement) made as of this _____ day of _____, 20__ (the "Execution Date")

BETWEEN:

Ed Cook Tree Service, 3015 Kokanee Trail, South Lake Tahoe, CA 96150, and

(Name & Address) (to be known as "Property Owner/Management/Landlord")

AGREEMENT

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged. The following parties agree as follows:

"Property Owner/Property Management/Landlord" will indemnify and hold harmless Ed Cook Tree Service from any and all claims, actions and judgments, including all costs of defense and attorney's fees incurred in defending against same, arising from and related to "snow removal". This agreement including the acts of "Sub-Contractor" agents and employees.

Ed Cook Tree Service shall be entitled, in its reasonable discretion, to settle claims prior to suit or judgment, and in such event "Property Owner/Property Management/Landlord" shall indemnify and hold harmless Ed Cook Tree Service for any such claims paid, including Ed Cook Tree Service's reasonable attorney's fees resulting from such claim.

In the event any claim or suit is brought against Ed Cook Tree Service within the scope of this Agreement," Property Owner/Property Management/Landlord" shall pay for legal counsel chosen by Ed Cook Tree Service to defend against same.

This Agreement shall encompass claims resulting from any snow removal/snow removal operations. In the event either party files suit in a court of law to interpret or to enforce the terms of this Agreement, the party prevailing in such action shall be entitled, in addition to any legal fees incurred in defending against any third party claim, to its reasonable legal fees and costs incurred in such action to interpret or to enforce the terms of this Agreement.

This Agreement shall be interpreted under the laws of the state of California.

Ed Cook Tree Service.

Print Name

Signature Ed Cook Tree Service

Signature "Property Owner/Property Management/Landlord"

Date

Date