

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

2023-2024 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, fill out this agreement and mail it in with a check made payable to Ed Cook Tree Service.

TERMS & CONDITIONS:

We plow once a day using a Bobcat with a blower attachment when a storm leaves **4+ inches**. The Bobcat tractor will leave a small amount of snow in front of the garage door to prevent doing any damage to the door. The heavier the snow, the larger the berm will be. We will stake any necessary areas around the driveway to avoid doing any damage. Please keep your driveway clear of objects that may clog or cause damage to the equipment such as: rocks, lumber, garbage cans, shovels, charging cords. 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:

The cost to remove snow from your driveway this season is \$_____.

*By paying this invoice 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:

Each party agrees to indemnify, defend, and hold harmless each other for and from any loss or liability arising out of the party's breach of this agreement. Each party shall be responsible for their respective costs of defense and attorney's fees incurred in defending against same, arising from and related to "snow removal". This agreement includes the acts of subcontractor agents and employees.

The parties shall be entitled, in their reasonable discretion, to settle claims prior to suit or judgment, and in such event the parties shall meet, confer, and resolve in good faith such claims to the best of the parties ability.

In the event any claim or suit is brought against either party within the scope of this agreement, the parties shall pay for legal counsel chosen by each party 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