



Property or Association: Cobblestone Association

197

SNOW REMOVAL AGREEMENT

This agreement, made and entered into this 9th day of October ~~August~~ 2007, by and between Cobblestone Association herein called "Customer" and Premier Property Services and Maintenance, Inc., a Colorado Corporation herein called "Premier".

This agreement is exclusively for snow removal at the following property: Cobblestone Association

1. Premier Services Provided

- a. Premier will provide snow removal when there is a total general accumulation of three inches in a 24- hour period or when we have several days of small snowfalls that accumulate three inches.
- b. When Premier has determined that snow removal is necessary in any area in accordance with 1.a. above, ALL customers under contract will be plowed, because of equipment and personnel costs.
- c. If the area is not free of vehicles or other objects, Premier will make a reasonable effort with its equipment to clear as close to those objects as is consistent with their safety and the safety of our equipment. If the vehicles are not cleared at the time of snow removal and we are called back to plow after a snow day, there will be an additional charge. The charge will be \$95.00 an hour for trucks and \$120.00 an hour for loader.
- d. Premier, at its sole discretion, shall determine in what order contracted customers will be cleared.

2. Term of Agreement. Services under this agreement will be provided commencing November 1, 2007 through April 30, 2008.

3. Fees and Payment. The fee for Premier's services shall be \$395 per month, which includes one plow per day. Pushback and ripping up pack will be billed at \$120 per hour. If snow removal from the property is necessary it will be billed accordingly. We will bill you for snow removal services at the first of each month. Payment of such bills is due upon receipt, no later than the 10th of the month. We have a fuel surcharge on all accounts when the cost of diesel fuel is above \$3.00 a gallon. (for every ten cents over it is an additional 1%, so if fuel is at \$3.45 a gallon you will be billed an additional 4.5%)

4. The Customers Agrees.

- a. To mark the limits of the area to be plowed such as pavement edges and curbs along drives and parking areas. Also marking transformers, gas meters, irrigation, and fire hydrants. We can provide this service upon your request and you will be billed for time and materials.
- b. To maintain the marking system throughout the winter season, extending it upwards as necessary to insure visibility.
- c. The Customers shall accept responsibility concerning any damage claims to unmarked



or snow covered objects without limitation. Including autos, recreational vehicles, construction items, walls, railings, utilities, landscaping (trees, shrubs), etc. Due to the size and weight of the equipment we are not responsible for any asphalt, curb or concrete damage, including scuffing/marking.

5. General Conditions.

a. Default. Either party may terminate this agreement because of default in complying with the provisions of this agreement by the other party. The defaulting party must be given adequate notice of the nature of the default and must be given ten(10) days from the date of such notice to cure such default.

b. Entire Agreement. This agreement shall constitute the entire agreement between the owner and Premier, and no variance or modification thereof shall be valid or enforceable, except by subsequent agreement in writing.

c. Notice. Any notice by either party to the other may be served personally or by certified mail at the addresses set forth below, and if served by mail, shall be deemed to have been served when deposited with the U.S. Postal Service.

d. Acceptance. Premier reserves the right to decline any contract at its sole discretion.

e. Termination. A 15 day notification is required to terminate this agreement.

f. Binding Effect. This Agreement shall be binding upon the successors and assigns of Customer and upon the successors of Premier.

g. Governing Law. This Agreement shall be governed and construed under the laws of The State of Colorado.

Customer:		Premier:
Name:	COBBLESTONE CONDOMINIUM ASSOCIATION	Premier Property Services
Mailing:	PO BOX 1503	PO Box 23093
City:	FRISCO, CO 80443	Silverthorne, CO 80498
Phone:	970.668.5939 (ON SITE MANAGER, MARGE SEABOURN) 970.406.0420 (BOOK KEEPER, DIANNE STUHR)	

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 11 day of August 2007.
October

Customer:	<u>W.B. Hyde</u>	<u>W. B. HYDE</u>	<u>90407</u>	(CCA SECRETARY)
	Signature	Printed Name	Date	

PREMIER PROPERTY SERVICE AND MAINTENANCE, INC.

Mike Castaldo
Mike Castaldo, President