



SNOW REMOVAL

WINTER SEASON 2009 – 2010

To make your winter season as enjoyable as possible, Cedar Mountain Builders, Inc will once again be offering driveway snow removal. Please review the following information and pricing to determine which option will best suit your needs this season. If you choose to have your driveway plowed on a per hour basis, keep in mind that waiting until the snow level is greater than 2 feet of snow will most likely need more than one hour to be plowed and will be charged accordingly.

Snow Removal operations will commence after the following criteria have been met:

- 1.) The street in front of your home has been cleared of snow and your driveway is accessible.
- 2.) A signed contract along with a valid credit card authorization has been received by CMB, Inc.

It is understood that depending on the length and severity of the snowstorm that it may take the contractor varying amounts of time to fulfill all work covered under this agreement. The contractor may make an initial visit to "open up" the driveway. This applies to both package and hourly agreements. The contractor's decision as to when the initial visit will occur depends on a number of factors:

Current snowfall accumulations, weather and road conditions and home occupancy

Customer understands that plowing a particular location may not clear the area to "bare ground" and that slippery conditions may continue to prevail even after plowing has occurred. Customer understands that the contractor assumes no liability for this commonly occurring condition. Customer agrees to defend and hold harmless the contractor for any and all trespasses or suits that may arise as a result of this commonly occurring condition.

The contractor will not be responsible for damage to the following:

1. Items within area to be plowed that were not removed or marked by homeowner, including but not limited to yard hydrants, decorative items, decorative edging, debris piles, firewood, gravel piles, or any other natural or manmade obstacles. However, homeowner may be held liable for damages or injuries resulting from failure to remove or mark such items.
2. Trees, bushes, or other natural or manmade items that may be damaged from throwing snow (does not include damage to home, automobiles, or other marked items that are readily visible at all times.)
3. Existing landscaping or any damages that occur to gravel, asphalt, concrete or stone surfaces as a result of our snow plowing services.
4. Vehicles parked illegally or in areas that the contractor has stated to the customer to be in a location that causes a hazard or impedes the performance of our work.

While the contractor will not be held liable for these items, we will perform our services in such a way as to attempt to prevent inadvertent damage to items in or around the area to be cleared. The customer must notify contractor within 5 business days of any damages. Failure to report damages constitutes a waiver and the contractor is released from liability.

Prices and Payment Terms

- Hourly Rate*
\$150.00 per hour (1/2 hour minimum)
Driveways up to 100' length x 15' wide
- Seasonal Contract Option 1*
\$800.00 for up to 12 clearings (not to exceed)
Driveways up to 100' length x 15' wide
*Over 100' subject to additional charge
- Seasonal Contract Option 2*
\$500.00 for up to 6 clearings (not to exceed)
Driveways up to 100' length x 15' wide
*Over 100' subject to additional charge

PO Box 1226 ~ 61 Movie Ranch Rd, Duck Creek Village, UT 84762
(435) 682-2600 Phone (435) 682-2601 Fax

Credit Card Authorization (MC/VISA)

Credit Card #: _____

Exp Date: _____

Name on Card: _____

Three digit Security Code (on back of card): _____

NAME: _____

BILLING ADDRESS: _____

PHONE NUMBER: _____

CABIN ADDRESS: _____

PHONE NUMBER: _____

A.) This agreement shall become effective beginning on the date of acceptance and shall continue thru *April 2010* based upon the option chosen. The rates for snow plowing services are seasonal and are subject to increase at anytime without prior notice.

B.) For hourly rate agreements - Invoices will be rendered by Cedar Mountain Builders, Inc. to the customer after each service is performed. For seasonal contract agreements - payment is to be made in full upon the acceptance of this agreement. Any invoice or scheduled payment over 10 days past due will be subject to a late fee of \$30.00 and interest on a daily basis at a rate of 2.0% a month. Cedar Mountain Builders Inc. reserves the right to suspend service when payments become more than 10 days past due. For credit card customers, your account will be charged upon completion of service and you will be mailed a receipt.

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's driveway exceeds 100' in length or 15' in width or adds additional areas, driveways, and/or paths that are suitable for snow removal services additional costs will apply. Unless a revised agreement is signed and returned, Cedar Mountain Builders, Inc. shall not be responsible for the care or maintenance of such additional improvements.

C.) A service charge of \$30.00 will be charged for any returned check and/or declined credit card.

D.) 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 Cedar Mountain Builders, Inc. to resort to legal measures to collect any amount owed under this agreement.

PROVISIONS FOR DEFAULT AND CANCELLATION: Either party may terminate this agreement at any time with a 30 day advance written notice. Cancellation date will be 30 days after such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation date. For hourly rate agreements a final invoice will be sent to the customer after the cancellation date, for any services rendered during the cancellation period. There will be No Refunds issued for unused time or services set forth by this agreement.

SUB-CONTRACTORS: The contractor may at its discretion engage sub-contractors to perform services. The contractor shall fully pay said sub-contractor and in all instances remains responsible for the proper completion of this agreement.

DRIVEWAY MARKERS: It is the responsibility of the homeowner to mark all areas where snow removal services are to be performed.

The above and any attached specifications and conditions are satisfactory and are hereby accepted. Cedar Mountain Builders, Inc. is authorized to complete the work as specified. Payment will be made in accordance with the terms set forth in this agreement.

Accepted By: _____

Date: _____

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