What to Know About Snow Removal Contracts (For Companies and Consumers)

(Sample snow removal contract below)

Snow removal contracts are a smart way to ensure your property stays clear, safe, and accessible during winter. Whether you own a business, manage a commercial property, or oversee a condo association, a written agreement with a snow plowing contractor helps avoid liability, schedule issues, and last-minute scrambling when the snow hits.

Before the snow starts falling, if you have a business, store, church, hospital, mall, rental property or office park, you will want to make sure you have a snow removal contract in place with a local snow plowing contractor. This will ensure that your parking lot and sidewalks get cleared of snow in time so that when you're open for business, you don't lose customers.

Snow Plowing Safety Issues to Think About

Aside from losing business due to snow not being cleared, there are many safety issues. Cars could get stranded in snow filled parking lots. If it becomes icy, then there could be accidents, where you could be partially liable. People could be walking on ice, fall down and get hurt or have to be rushed to the hospital. Some winter conditions can be very dangerous, so doing your part and having your driveways, parking lots and sidewalks clear is important for safety.

Benefits of Getting a Snow Removal Contract

Hiring a snow removal company offers many benefits. First, the larger ones are going to have several shifts of crews so that they can handle the large snow storms that do come every year. They will also be insured in case there is any damage done. Sometimes, with so much snow, things get buried and damaged. They will also have the right equipment to handle the job. Many will also do salting to ensure that ice does not build up. They should also come prepared with shovels and snow blowers and a snow plow so that they can clear paths to doors along with sidewalks and make sure entries are also good and clear.

Finding a Snow Removal Company



You'll find that many landscaping and lawn care companies will hang up their rakes for the winter and do snow removal for the winter in order to stay in business. They have the trucks, so they fit plows and backhoes to them and re-purpose them for winter driving and snow removal. So that's one place to definitely start looking for a contractor. An advantage of a snow removal contractor that also does lawn and landscape services is that they can also do things like replant any grass that was dug up during the winter.

There will be some companies that just specialize in snow plowing in the winter and they will also be advertising. Word of mouth is a great place to also find a good company. Ask around.

Questions to Ask

When looking to hire a company for commercial snow removal, you should interview them and ask them some questions:

- How many people do you hire and how many trucks will you have available for plowing?
- What kind of insurance do you carry?
- How do you charge? Is it a flat rate or is it by the yard or size of the snowstorm?
- Is salting included?
- Will you come multiple times if needed and how much extra is that?
- Will you come back in the spring and replant any grass that you tore up?
- Do you clear sidewalks and stairs or is that my responsibility?
- If I want to terminate our contract, what are the conditions?
- Can I please see your list of references?

Here are some things a snow plowing contractor may want to know about your property, so be prepared to give them this information:

- Where should the snow be placed?
- What obstructions should be avoided?

- Should any parked vehicles be plowed in? If no, then it may cost extra for this service.
- What problems have you had with other snow removal companies in the past?

Minimizing Damages

Before the snow season starts, some companies will set up small marker sticks to help define the boundaries. These sticks are put into the ground and are usually tall enough so that they stick out of the snow. This helps the drivers know where to stop plowing since when there’s a large storm, it’s hard to tell where the driveway ends if everything is covered in snow. This minimizes damage to property.

Having the same crew or driver on your property every time will also help to minimize damage. Don’t be shocked if some damage does occur. A good snow removal company will have insurance to cover damage and, as mentioned above, a landscaping company has the tools and know-how to come back and replace any torn up grass.

Snow Plowing for Rental Properties or Condos



If you own a rental property, apartments or are a condominium association, it’s important that you have adequate snow removal services. Often, if you are in a region that gets significant snow, this will be a part of the rental agreement, so it’s up to you to provide it.

Doing it yourself can be one way to save some money but it also has its pitfalls. Getting up early with the snow blower is not fun. There also may be more snow than you can handle. Some cities have ordinances that you must have snow cleared from sidewalks 24 hours after the snow has fallen. If you become sick or are out of town, then you may have problems. It’s often harder and more expensive to hire a snow removal contractor once the snow season has started. You’ll also want time to spend with your family and loved ones.

If you have tenants that are elderly or with children, then you will need to make sure the snow is cleared for them so that they don’t happen to fall. You’re liable as property owner for certain things and you would not want a lawsuit on your hands.

On-Call Snow Removal Services

Check around because there may be on-call snow plowing services in your area. This can be a great way to save some money if you have, for instance, your own truck with a plow on it. You can do the job when it's convenient for you and then when you need help, you have it.

It's best to work out a deal ahead of time instead of at the last minute. At the last minute, you could be coming in as a very low priority for a snow plowing company. You don't want that because they might never come. They may require some sort of deposit ahead of time to guarantee that they will be able to help you. Just to have them as a back-up plan is a good idea.

If you search for an on-call snow plowing service in your area, you may have a hard time. Instead, you may have to bring this idea up with a contractor and offer to pay a deposit. Then once they come and plow, you would send in a deposit for the next time you may need them. At the end of the season, you would then want to get back any deposit you have with them that was not used. It's a good deal and most of them would take advantage of that since it could help them with their cash flow. They often hire drivers at the last minute to help and this could be some work that they could do for you.

Conclusion

If you live in an area where you do get significant snow or several snow storms, you should get snow removal services and contracts for your property. This will keep people safe, minimize your risk and liability and ease your mind when the big snow comes. Interview several local contractors to get the right price. Find out what services they offer and also what their terms are. Ask them how they handle damages and about their insurance. Most of all, you should be comfortable with them. There is plenty of competition out there, so make sure you hire the best contractor that you feel comfortable with and like. They should answer the phone when you call (instead of an answering service) and should care about the issues that may come up. Putting a little time in to find the best snow removal contract is worth it.

If you're a property owner, take time before the season starts to line up a contractor, ask questions, and get everything in writing. Need help reviewing or creating your snow removal contract? Post a comment with questions and let's get people talking about this.

Sample Snow Removal Contract

Besides listing the parties involved, pricing, terms and agreement of proposal sections, here's a sample contract for doing snow removal.

NOTE: This is not an official, legal document or legal advice of any kind. Contact a lawyer for a real contract. Only use it at your own risk. This is just to give consumers an idea of what such a contract might, possibly look like.

Scope of Work
[Your Company Name], Inc. hereby proposes to supply labor and equipment necessary to perform snow &/or sanding & salting services:

General Conditions

1. Snowplowing operations to commence when two inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence within one hour of Customer's request, or if agreed upon in writing in advance, within a reasonable time from. A separate charge for this service applies. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations at the Property. Customer understands that snow accumulations may vary throughout New Jersey, and that accumulations in one section of New Jersey are not necessarily indicative of the accumulations at the Property. Customer maintains the responsibility for monitoring and inspecting premises.

2. The Customer understands that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands that the Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor or others. Customer shall defend all suits and claims arising from or incidental to the work under the Agreement, without expense or annoyance to the Contractor or its employees.

3. It is understood that the Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs,

paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.

4. INDEMNITY: To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, it's owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on premises.

5. Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.

6. The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10? of the pavement. Customer understands that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. Contractor is not responsible for any damages to pavement or curbs unless Contractor has been negligent. Customer is responsible for all damage caused to and/or by hidden objects.

7. If sidewalk snow maintenance is selected as an option: The Customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below (0) zero degrees Fahrenheit. The Customer agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty), so as not to force unsafe conditions upon our employees.

8. Contractor will reserve a time slot just for you. Thus, Contractor expects payment for that time slot each time 2? or more snowfalls and we send our trucks out to plow. If we get to your premises and it has already been cleared by someone other than ABC Snow Maintenance Co., Inc, we will still charge the initial accumulation price for that time slot

Specifications

1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Customer must keep vehicles garaged. It is the Contractor's policy to stay a minimum of (2) two feet away from garage doors and

all vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.

2. Contractor shall snow plow from main roadway into driveway, one or more times per storm starting at two or more inches as conditions dictate.

3. Snow maintenance services shall be completed during over-night hours, after snowfall has stopped. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.

4. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.

5. In the event of snowfall of less than two inches of total accumulation, Customer shall notify Contractor as to the necessity of snowplowing services.

6. Snow accumulation of less than 2? will be treated chemically. Icy conditions will be treated chemically.

7. Contractor may install marker stakes along Customer driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following April to collect stakes.

8. Contractor is not responsible for snow banks built up by town plows AFTER service has been rendered, nor ice that forms caused by melting and refreezing after requested services were originally provided.

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