



**Administrative Use Only**

Date of Payment: \_\_\_\_\_  
Type of Payment: \_\_\_\_\_  
Payment Amount: \_\_\_\_\_  
Welcome Desk Agent: \_\_\_\_\_

\*Attach copy of payment

Date \_\_\_\_\_

**HEB Snow Pushing Services**

23155 E. Heritage Pkwy.  
Aurora, CO 80016

Contracts are available at the Welcome Desk 303-693-7788  
If you have further questions, please contact Landscape Department at 720-235-1852 or  
email: [turf@heritageeaglebend.com](mailto:turf@heritageeaglebend.com)

**Contract Services Date: Nov. 1, 2020 - March 31, 2021**

**(Or until last snow of the season)**

**I. SCOPE OF WORK**

Furnish all supervision, labor, material, equipment and transportation required to perform all snow pushing hereinafter described for the property known as:

\_\_\_\_\_  
(CLIENT NAME)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(PHONE)

\_\_\_\_\_  
(EMAIL)

This maintenance contract will be by and between Heritage Eagle Bend Master Association, Inc., hereinafter referred to as the **Contractor**, and the homeowner, hereinafter referred to as the **Client**. The **Contractor** is the authorized representative with respect to interpretation, judgment, inspection, coordination, reimbursement and otherwise, execution of the terms and conditions of the **Contract**.

**II. SNOW PUSHING**

**Contractor** shall plow the area and remove the snow from the sidewalks, front porch and driveway as part of this contract. All snow storm depths between two (2) inches and eight (8) inches, at least one (1) time per twenty-four (24) hour period once a snowfall has ceased for a period of at least four hours. For all snow storm depths, greater than eight (8) inches, at least one (1) time per forty-eight (48) hour period once a snowfall has ceased for a period of at least four hours. This agreement does not provide for physical removal or hauling of plowed snow from the site unless otherwise directed. This agreement does not allow for the removal and/or treatment of ice from the sidewalks, front porch or driveways.

**Contractor** assumes no liability for any damages or injury claims as a result of snow, ice and slush and/or its removal, including damage to private and/or personal property that is not visible to the **Contractor** due to the depth of the snow storm. All materials shall be furnished by the **Contractor**.

**Contractor** shall provide the services in this Agreement in a workman-like manner and to the satisfaction of the Contracting Officer. All labor, equipment and materials shall be furnished by the **Contractor**.

### **III. GENERAL ITEMS**

#### **Insurance/Licenses/Taxes**

The **Contractor** will have all applicable insurance for automobile, public liability insurance and Workman's Compensation certificates, current through the contract period. The **Contractor** agrees to pay all applicable taxes, including sales tax on materials supplied.

#### **Workmen and Equipment**

The **Contractor's** supervisor will be experienced in snow pushing operations. All the **Contractor's** employees will be neat and clean.

#### **OSHA Regulations**

The **Contractor** will meet the OSHA requirements as part of this contract.

All fueling of machinery will be done on paved areas or parking lots.

The **Contractor** will furnish and maintain all equipment necessary to properly accomplish the duties of the **Contract**. Special care will be given to the operation of machinery and the use of chemicals including, but not limited to:

Equipment and materials will be used in such a way that they are not left unattended or otherwise allowed to present health and safety hazards to workmen, residents, or guests; with special consideration for children.

#### **Refund Policy**

By signing this **Contract**, **Client** agrees to pay in full the services selected. No refunds are permitted. **Client** is held to the terms of termination found on page 2 of this **Contract**.

#### **Payment**

*Make check payable to Heritage Eagle Bend and give to Front Desk or mail check with signed contract to 23155 E. Heritage Pkwy., Aurora CO 80016*

- Snow pushing only One-time payment; no prorates \$600

(No time limit for snow pushing; service begins with first snowfall and service continues through last snowfall of the season)

All work requested by the **Client** that is out-of-scope to this **Contract** **must** be given to the **Contractor** in writing and issued a Work Order from the authorized representative for the **Contractor**. Payment request, for each such special Work Order, must be submitted solely for that specific Work Order.

Except for willful acts or omissions to act for breaches of duties constituting negligence, the **Client** shall indemnify and hold the **Contractor** and its employees and/or agents harmless from the performance of its duties under this Agreement.

#### **Modification**

Terms and conditions of this **Contract** cannot be modified except as mutually agreed upon by both the **Client** and **Contractor** in writing. **HEB reserves the right to refuse any contracts submitted.**

#### **Term, Termination and Non-Performance**

This **Contract** shall, commence **Nov. 1st, 2020 and end March 31, 2021**. (Or until last snow of the season) **Termination of this Contract must be accomplished in writing by either party with thirty (30) days' notice. Work will continue during the notice period unless otherwise agreed in writing by both parties, unless termination by the Contractor is due to the non-payment of services by the Client, whereby the Contractor can terminate this agreement with seventy-two (72) hours written notice,**

regular mail or hand-delivery, provided to the Client.

**IV. ACKNOWLEDGMENT OF CONTRACT**

We, the undersigned, representing the *Client* and the *Contractor*, agree to the terms and conditions as set forth by this agreement with our signatures below, dated \_\_\_\_\_.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Contractor (Authorized Representative)

**\*Upon transfer from original signer to new occupant or owner, the original amount paid is not refundable.\***