



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 720-235-1827 or
email: turf@heritageeaglebend.com**

For precise snow pushing updates, please call the Snow Line at 303-343-3063

Contract Service Dates: First snow of season - Until last snow of 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, including 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 around furniture, and driveway as part of this contract. All snowstorm depths will be determined by the **Contractor's** measurements in the parking lots of the Clubhouse and maintenance facility. Storm depths of two (2") inches or more will be plowed within 24 hours of snowfall ending. This agreement does not provide for physical removal or hauling of plowed snow from the site. This agreement does not allow for the removal and/or treatment of ice from the sidewalks, front porch, or driveways.

Contractor will use a combination of snow removal methods including, but not limited to, John Deere 1575 enclosed snow blower and walk snow blowers. **Contractor** assumes no liability for any damages to concrete surfaces during snow removal including, but not limited to, scuffing of surfaces from machinery. Hand shovels will be used for small areas, however, even upon request, hand shovels will not be used for complete removal of driveway snow.

Contractor assumes no liability for any damages or injury claims because 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 snowstorm. All materials shall be furnished by the **Contractor**.

Contractor shall provide the services in this Agreement and furnish all labor, equipment and materials.

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.

Workers 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 workers, 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 3 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 \$800.00

(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 of 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 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 on the first snow of the season and end after the last snow fall in Spring 2027. 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, via regular mail or hand-delivery, provided to the *Client*. No refunds are permitted.

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 this _____ day of _____, 20 _____.

Client Signature

Contractor (Authorized Representative)

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