

SNOW REMOVAL CONTRACT

For seasonal snow and ice removal services

Liability Note: Snow and ice removal carries significant slip-and-fall liability — especially for commercial properties. Coverage requirements, indemnification limits, and certain anti-indemnity statutes vary by state and province. Some jurisdictions limit a snow contractor’s ability to disclaim liability for its own negligence. Have a qualified attorney review this template, and confirm that your liability insurance specifically covers snow and ice removal operations.

This Snow Removal Contract (the “Contract”) is entered into as of ____ day of _____, 20____ (the “Effective Date”), by and between:

CLIENT (Property Owner / Manager)

Name / Business Name	
Service Property Address	
Property Type	<input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> HOA / Multi-Unit <input type="checkbox"/> Other: _____
Mailing / Billing Address (if different)	
Primary Contact / Email / Phone	
Emergency Contact	

CONTRACTOR (Snow Removal Service)

Business Legal Name	
Business Address	
Contractor License No. (if required locally)	
General Liability Insurance Carrier / Policy No.	
Snow & Ice Coverage Endorsement	<input type="checkbox"/> Yes <input type="checkbox"/> No
Workers’ Compensation Carrier	

Authorized Representative	
Dispatch Phone / 24-Hour Contact	
Email	

1. Term and Season

1.1 Season. This Contract covers the snow season from _____ through _____ (the "Season").

1.2 Renewal. This Contract shall shall not automatically renew for successive seasons unless either Party gives written notice of non-renewal at least _____ (____) days before the start of the next Season. Pricing for any renewal Season shall be subject to written confirmation.

1.3 Early Start / Late End. The Contractor shall provide Services for snowfall events occurring during the Season. The Parties may extend or shorten the Season in writing if winter weather arrives earlier or persists later than expected.

2. Service Area

The Contractor shall provide snow and ice removal services for the following areas at the Service Property (the "Service Area"):

- (a) Driveway(s) Parking lot(s) Sidewalks / walkways
- (b) Front and rear entryways Steps and stoops
- (c) Fire lanes / emergency access Loading docks
- (d) Mailbox approach Path to trash / recycling area
- (e) Roof clearing (excluded unless expressly listed) Other: _____

A site sketch or map identifying the Service Area, snow-stacking locations, no-stacking zones, hydrants, sprinkler heads, landscape features, and pavement transitions may be attached as Exhibit A.

3. Service Triggers and Response Time

3.1 Trigger Depth. The Contractor shall commence plowing and/or shoveling when snow accumulation reaches:

- (f) Residential driveways and walkways: _____ inches (e.g., 2");
- (g) Commercial / multi-unit parking and walkways: _____ inches (e.g., 1");
- (h) Other surfaces: _____ inches.

3.2 Response Time. Initial clearing shall be completed within _____ hours after a snowfall event reaches the Trigger Depth, weather and safety permitting.

3.3 Continuous Storms. For storms producing more than _____ inches of accumulation, the Contractor may make multiple passes during and after the storm to keep the Service Area reasonably passable. A final clearing shall be performed after the storm ends.

3.4 Ice Events. The Contractor shall respond to ice events (freezing rain, refreeze, glaze) with appropriate de-icing materials, when notified by the Client or when conditions are observed.

3.5 Drifting and Refreezing. The Contractor shall make reasonable efforts to address significant drifting or refreezing after the initial clearing, subject to the pricing in Article 5.

4. Services Included

Each service visit shall include, as applicable:

- (i) Plowing or pushing of snow off driving and parking surfaces to designated stacking areas;
- (j) Shoveling or snow-blowing of walkways, steps, and entries listed in Article 2;
- (k) Application of de-icing material (salt, ice melt, sand, or other agreed product) as set out in Article 6;
- (l) Clearing of plow rows at the foot of driveways resulting from public road plowing where reasonably practical;
- (m) Returning for cleanup once active snowfall has ended.

Services do not include: roof shoveling or ice-dam removal (unless added in writing); removal of snow from cars or personal property; landscape damage repair (subject to Article 11); hauling snow off-site (unless added in writing); chipping or chemical removal of compacted ice or ice older than _____ hours; or any service in conditions the Contractor reasonably deems unsafe.

5. Pricing

5.1 Pricing Type. (Select one or combine as needed.)

- (n) Per Push / Per Event: \$_____ per service visit at or above Trigger Depth;
- (o) Per Inch Tier (see table below);
- (p) Seasonal Flat Fee: \$_____ for the entire Season, payable in _____ equal installments;
- (q) Hourly: \$_____ per hour, per machine / per crew member;
- (r) Per Application of de-icing material: \$_____ (plus material cost where applicable).

5.2 Per-Inch Pricing (if applicable):

Snow Depth	Plowing	Walkways / Shoveling
1" to 3"	\$	\$

Snow Depth	Plowing	Walkways / Shoveling
3.1" to 6"	\$	\$
6.1" to 9"	\$	\$
9.1" to 12"	\$	\$
Over 12" (per additional inch)	\$	\$

5.3 Holiday / After-Hours Surcharge. Services performed on legal holidays or between ____ PM and ____ AM may be billed at a ____% surcharge over the standard rate.

5.4 Measurement. Snow depth shall be measured at a representative undisturbed location on the Service Property. Disputes regarding depth shall be resolved by reference to publicly reported snowfall at the nearest official weather station.

5.5 Minimum Charge. A minimum charge of \$_____ shall apply to any callout.

6. De-Icing Materials

6.1 Material Type. The Contractor shall use the following de-icing material(s):

- (s) Rock salt (sodium chloride);
- (t) Calcium chloride;
- (u) Magnesium chloride;
- (v) Sand or sand/salt blend;
- (w) Pet-friendly ice melt;
- (x) Other: _____

6.2 Pricing. De-icing material is included in the per-push price billed separately at \$_____ per application or \$_____ per pound/bag.

6.3 Effectiveness Limits. The Client acknowledges that de-icing materials have effectiveness limits (typically only down to certain temperatures) and that the Contractor cannot guarantee snow- and ice-free surfaces at all times.

7. Service Log and Communications

7.1 The Contractor shall maintain a log of each service visit, including date, time started, time completed, snow depth at arrival, services performed, and material applied. Logs shall be available to the Client on request.

7.2 The Client may reach the Contractor's 24-hour dispatch line for service requests, ice events, or emergency conditions. The Contractor shall respond to messages within ____ hours during snow events.

8. Client's Responsibilities and Site Preparation

8.1 Stakes / Markers. Before the Season begins, the Contractor may install reflective stakes to mark driveway and lot edges, sprinkler heads, and obstacles. The Client shall identify any hidden hazards (such as low-profile landscape features, drainage covers, irrigation lines, and electric pet fences) in writing.

8.2 Vehicle Removal. The Client shall ensure that vehicles and personal property are moved from the Service Area before snow events to allow effective clearing. The Contractor is not required to plow around parked vehicles or obstructions, and is not responsible for incomplete clearing where access is blocked.

8.3 Lighting and Access. The Client shall keep exterior lighting on during overnight snowfall and shall ensure the Contractor has unrestricted access to the Service Area (e.g., open gates, working garage codes).

8.4 Pets and Persons. The Client shall keep pets and persons clear of work areas during plowing and shoveling operations.

9. Snow Stacking and Removal

9.1 Plowed snow shall be stacked in the designated stacking areas shown in Exhibit A or otherwise reasonably selected by the Contractor.

9.2 Off-Site Removal. If snow stacks exceed available stacking capacity, off-site hauling and removal shall be performed only on the Client's written request, at an additional cost to be quoted and approved in advance.

9.3 Sight Lines. The Contractor will make reasonable efforts to avoid stacking snow in a manner that materially impairs sight lines at driveways or intersections.

10. Insurance

The Contractor shall maintain throughout the Season, at its own expense:

- (y) Commercial General Liability of at least \$_____ per occurrence, with a snow-and-ice operations endorsement;
- (z) Automobile / Equipment Liability of at least \$_____ combined single limit;
- (aa) Workers' Compensation as required by law and Employer's Liability of at least \$_____; and
- (bb) Any additional coverages reasonably required by the Client (commercial properties only).

Certificates of insurance shall be provided to the Client before the start of the Season, and the Client shall be named as an additional insured where applicable.

11. Property Damage

11.1 The Contractor shall use reasonable care to avoid damaging the Service Property. Stakes and markers shall be installed where reasonably needed to identify hazards.

11.2 The Contractor is responsible for damage to lawns, landscaping, sprinkler heads, low-profile features, pavement markings, or curbs caused by its negligence — except for: (a) damage to items that were not marked or disclosed in writing; (b) hidden or buried features the Contractor could not reasonably have known about; (c) damage caused by ice conditions on the property; (d) cosmetic scuffing of curbs and pavement consistent with normal plowing; and (e) damage to grass adjacent to plowed surfaces beyond _____ inches, which is considered normal for snow removal operations.

11.3 The Client shall report any damage in writing within _____ (____) days of discovery and shall allow the Contractor reasonable opportunity to inspect and, where appropriate, repair or compensate for the damage.

12. Slip-and-Fall and Indemnification

12.1 Acknowledgment. The Parties acknowledge that snow and ice removal cannot guarantee snow- and ice-free conditions. Walking, driving, and other use of the Service Property in winter conditions carry inherent risks of slipping, falling, and accidents.

12.2 Client's Duty. The Client retains primary responsibility for monitoring conditions at the Service Property, posting warnings where appropriate, and notifying the Contractor of dangerous conditions.

12.3 Mutual Indemnification. To the fullest extent permitted by law, each Party shall indemnify and hold harmless the other Party from third-party claims (including slip-and-fall claims) arising out of the indemnifying Party's negligence or willful misconduct. Neither Party shall be required to indemnify the other for the other Party's own negligence, except as expressly permitted by applicable law.

12.4 Limitation of Liability. Except for indemnification obligations, gross negligence, willful misconduct, or bodily injury caused by the Contractor, the Contractor's total liability under this Contract shall not exceed the greater of (a) the Contractor's available insurance proceeds for the claim, or (b) the total fees paid by the Client in the _____ (____) months preceding the claim. Neither Party shall be liable for indirect, incidental, or consequential damages.

13. Force Majeure and Extreme Weather

The Contractor shall not be in breach of this Contract for delays or failure to perform due to events beyond its reasonable control, including: severe weather events that make safe operation impossible, road closures, equipment failure that could not have been reasonably prevented, acts of God, government orders, or labor shortages. In such events, the Contractor shall use reasonable efforts to provide service as soon as safely possible and shall notify the Client of significant delays.

14. Invoicing and Payment Terms

14.1 Billing Cycle. The Contractor shall invoice the Client on the following schedule: after each service visit monthly in equal installments (for seasonal flat fees) due on _____.

14.2 Payment Terms. Each invoice is due within ____ (___) days of receipt.

14.3 Late Payments. Late amounts accrue interest at ____% per month or the maximum permitted by law, whichever is less, plus reasonable collection costs.

14.4 Auto-Pay. (Optional.) The Client authorizes the Contractor to automatically charge the payment method on file for each invoice, until revoked in writing with at least ____ (___) days' notice.

14.5 Suspension. The Contractor may suspend Services if any undisputed invoice remains unpaid more than ____ (___) days past due, after written notice.

15. Termination

15.1 For Convenience. Either Party may terminate this Contract upon ____ (___) days' written notice.

15.2 For Cause. Either Party may terminate immediately for material breach not cured within ____ (___) days of written notice, or upon the other Party's insolvency or bankruptcy.

15.3 Refund of Seasonal Fee. If a seasonal flat fee was paid and this Contract is terminated mid-Season, the Contractor shall refund the unused pro-rata portion (calculated based on days remaining in the Season), less any amounts properly due for Services already rendered.

16. Independent Contractor; No Solicitation

16.1 The Contractor is an independent contractor and not an employee or agent of the Client.

16.2 During the term of this Contract and for ____ (___) months thereafter, the Client shall not directly hire or solicit the Contractor's employees or assigned workers for the same or similar service without the Contractor's prior written consent.

17. Dispute Resolution and Governing Law

17.1 The Parties shall first attempt to resolve any dispute through good-faith negotiation. If unresolved within ____ (___) days, the dispute shall be submitted to _____ (e.g., mediation, then binding arbitration, or the courts of [jurisdiction]).

17.2 This Contract shall be governed by the laws of _____.

18. General Provisions

18.1 Entire Agreement. This Contract, together with any exhibits, constitutes the entire agreement on its subject.

18.2 Amendments must be in writing and signed by both Parties.

18.3 Notices shall be in writing and delivered to the addresses set forth above.

18.4 If any provision is held invalid, the remaining provisions shall continue in full force and effect.

18.5 Counterparts and Electronic Signature. This Contract may be signed in counterparts, including by electronic signature.

By signing below, the parties acknowledge that they have read, understood, and agree to be bound by all terms of this Contract.

CLIENT _____ Signature Name: _____ Date: _____	CONTRACTOR _____ Signature Name: _____ Date: _____
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— END OF CONTRACT —

This template is for general informational purposes only and is not legal advice. Snow removal liability rules vary by jurisdiction — consult a qualified attorney before use.