

# **MQC Group, Inc. Snow Agreement**

This agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between MQC Group, Inc. and \_\_\_\_\_, hereinafter called customer/site official.

## **ARTICLE I ---SCOPE OF WORK**

MQC Group, Inc shall perform all of the work described to the specifications entitled estimate, an annexed as it pertains to work to be performed on the property at:

ADDRESS

CITY/STATE

ZIP CODE

PHONE

CONTACT PERSON

ESTIMATE#

SNOW PLOW

BULK MELTING

SIDEWALK SHOVELING

SIDEWALK MELTING

## **ARTICLE II---ALLOTTED TIME FOR CONTRACT**

The work to be performed under this contract shall be commenced on \_\_\_\_\_, 20\_\_\_\_ and continue thru \_\_\_\_\_, 20\_\_\_\_.

## **ARTICLE III --- THE CONTRACT PRICE**

The owner shall pay MQC Group, Inc. for all services performed under the contract per the written estimate subject to additions and deductions pursuant to during authorized change in order as described in the written estimate. All payments shall be made promptly as outlined below in ARTICLE III. Customer/Site Official hereby agrees to pay service charges of 15% per month on all accounts outstanding more than 30 days. In the event it becomes necessary to bring action to enforce payment, Customer/Site Official agrees to pay all reasonable costs, expenses and Attorney's fees incurred in such proceedings and a service charge thereon at the rate of 15% per month on all such amounts due and payable.

Working during business hours is extremely hazardous to employees, customers, and vehicles. Work performed during these hours shall be done only under extreme caution and professional observation. If conditions become too hazardous, all work will cease until it can be performed safely.

MQC Group, Inc.

Date

Customer / Site Official

Date

**\*All other articles and provisions are on page2**

#### **ARTICLE IV --- GENERAL PROVISIONS**

- A. MQC Group, Inc. may at its discretion engage subcontractors to perform work hereunder provided MQC Group, Inc. shall pay fully said subcontractor and in all instances remain responsible for the proper completions of its contract.
- B. All changes of orders shall be in writing and signed by the owner and MQC Group, Inc.
- C. In the event the owner shall fail to pay any periodic or installment payment due hereunder, MQC Group, Inc. may cease work without breach, pending payment or resolution of any dispute.
- D. MQC Group, Inc. shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, weather, or general unavailability of materials.
- E. This agreement between the two entities listed above is for the allotted time listed in ARTICLE II and pertaining to items specified in ARTICLE I. Any and all work performed differing from this agreement must be in writing and agreed upon by both entities before work or termination may occur.

#### **ARTICLE V --- SNOW PROVISIONS**

- A. Customer / Site Official is responsible for relaying the message for the removal of all vehicles and personal property from the areas that are to be plowed.
- B. We, MQC Group, Inc. are not responsible for any conditions such as ice, snow, or reforming of such on site, nor are we responsible for any injuries that may result from said conditioned after initial service has been performed.
- C. We, MQC Group, Inc. shall not be responsible for any type of damages or personal injuries due to failure to melt, method of melting, frequency of applying melting products or any damages caused from melting products.
- D. Customer shall indemnify, defend and save the contractor harmless of all claims, liens, demands, suits, damages and liabilities for injuries, either to person or property, arising out of any way connected with the removal of snow and ice pursuant to the contractual terms and conditions of the work order, unless such damage or injury is proximately caused by the contractor's sole negligence.