

## **SNOW REMOVAL AGREEMENT**

This Agreement made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a parish of The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario (Diocese of London), hereinafter called the “Parish” and \_\_\_\_\_ hereinafter called the “Contractor”.

The Parish and Contractor agree as follows:

### **Article 1 – THE WORK**

The Contractor shall perform snow removal and other winter maintenance and the Parish will pay for such work as defined in Schedule A. Please attach a schedule entitled Schedule A that details the snow removal program including the fees. Both Parish and Contractor should initial the bottom of Schedule A. The following items should be considered in developing the schedule:

- List the parking lots, roadways, steps, sidewalks, etc. that are covered by the contract.
- What time does the work have to be done? For example, overnight snow exceeding 2 inches (5 centimeters) must be cleared by 7 a.m. OR snow in excess of 2 inches must be cleared within 2 hours after the snow stops falling. What about a snow storm? Some verbiage should be agreed too.
- Salting can get very expensive but it is necessary. The particular salting arrangement should be detailed in the schedule.

### **Article 2 – CONTACT**

The Contractor shall provide a cell phone number or other means of 24 hour contact for use by the Parish.

### **Article 3 – INSURANCE**

The Contractor will provide the Parish with a certificate of insurance at the start of the contract. The certificate of insurance will include a limit of liability of not less than \$2,000,000 and The Roman Catholic Episcopal Corporation of the Diocese of London in Ontario will be included as an additional assured. In addition, the Contractor shall provide the Parish with a copy of the Contractor’s WSIB certificate.

### **Article 4 – INDEMNIFICATION**

The Contractor and the Parish hereto agree that they shall each be responsible for their respective negligence and accordingly release each other from any and all liability for any loss, damage or injury to any person or property caused by their negligence or wrong doing related to or arising as a result of the work performed by the Contractor or action of the Parish in or on the church property.

### **Article 5 – FAILURE TO PERFORM**

In the event that the Contractor fails to perform the “Work” described in this contract, and having been notified by the Parish that the work has not been done, still fails to perform the work within a reasonable

time, the Parish shall have the right to contract with another party to perform such work and deduct the cost from the contract price. Such action shall not release the Contractor from their responsibilities outlined in this contract.

**Article 6 – THE DURATION OF THE CONTRACT**

The contract is for the period of \_\_\_\_\_, 20\_\_\_\_ until \_\_\_\_\_, 20\_\_\_\_\_.

Signed by:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parish, on behalf of The Roman Catholic  
Episcopal Corporation of the Diocese of  
London in Ontario

\_\_\_\_\_  
Date

Please remember to attach Schedule A. Both Contractor and Parish should initial Schedule A. Keep an original signed contract in the parish office.