



Abaris Realty, Inc.

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Serving the DMV Metro Area Since 1975

December 17, 2021

Art Ditzel
SBC Outdoor Services
P.O. Box 420
Fallston, MD 21047
art.ditzel@sbclandscaping.com

Re: Tanyard Springs HOA

Dear Art:

Thank you for sending the revised snow removal contract with the reduced pricing. Enclosed is the executed contract for your records. We look forward to working with SBC this winter.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shireen Ambush', is written over the typed name.

Shireen Ambush, PCAM
Property Manager

CC: Board of Directors



SBC
OUTDOOR SERVICES

SNOW REMOVAL CONTRACT

This Agreement is made and entered into this 1st day, in the Month of: December 2021, by and between, **Tanyard Springs** (hereinafter referred to as the "Customer"), and "**SBC Landscaping LLC**" (hereinafter referred to as the "Contractor") for snow maintenance services at (above referenced address) (hereinafter referred to as the "Property").

Scope of Work: Remove and treat common area sidewalks, open parking spaces and community roadways. All clearing work will begin when snow-bank accumulations reach 2". Pre-treatment will be done prior to all events as seen needed by the contractor. Post storm checks and chemical applications will be completed on all storms that predict substantial thaw and re-freeze. A map highlighting all areas to be serviced will be provided by HOA or Property management prior to December 15th.

General Conditions

1. **The Work.** Contractor will provide snowplowing operations when two inches, or more, of snow accumulates as determined by Contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence as deemed necessary by the contractor.
2. **Payment.** Customer shall pay Contractor according to the Pricing set forth in the below attached proposal. Contractor will submit a monthly invoice to the Customer for payment and payment from the Customer shall be due no later than fifteen (15) days from the date of such invoice with a 5% penalty on all balances 30 days past due
3. **Failure of Payment.** If the Customer fails to make a payment to the Contractor at the time required by the Agreement, then the Contractor may, upon five (5) days' written notice to the Customer, stop the Work until payment of the amount owing has been received. Customer agrees to pay all reasonable costs of collection including attorney's fees and court costs. Either party may terminate this Agreement if the other party substantially breaches any provision of this Agreement. Prior to such termination, the non-breaching party shall give the breaching party specific notice of the claim of breach, intent to cancel and a fifteen (15) day grace period for the breaching party to rectify the issue. If issue is not rectified, non-breaching party may terminate after sending a 30-day cancellation notice in writing.
4. **Customer's Representations.** The Customer understands and acknowledges that plowing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after plowing or ice control services have occurred. The Customer understands and acknowledges that the Contractor assumes no liability for this naturally occurring condition. The Customer

understands and acknowledges that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations, Customer agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Customer, Contractor or others. Customer shall defend all suits and claims arising from or incidental to the work under the Agreement, without expense or annoyance to the Contractor or its employees.

5. **Incidental Damages.** The Customer waives any claims for incidental damages arising out of this Agreement including, but not limited to, incidental damages that arise from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
6. **Indemnity:** To the fullest extent permitted by law, Customer shall defend, indemnify and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise on Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on premises.
7. **Insurance.** Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.
8. **Unforeseen conditions.** The Customer understands and acknowledges that the Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes, but is not limited to, any utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavements. Customer understands and acknowledges that snow plowing, by its very nature, involves pushing a steel blade over the surface of the pavement. If pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly, the results of this previous damage are more likely to appear after snow plowing. The Customer understands and acknowledges that Contractor is not responsible for any damages to pavement or curbs. Customer is responsible for all damage caused to and/or by hidden objects.
9. **Dangerous conditions.** If sidewalk snow maintenance is selected as an option, the Customer understands and acknowledges that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below zero (0) degrees Fahrenheit. The Customer understands and acknowledges that the Contractor reserves the right to stop sidewalk snow maintenance in these severe conditions without penalty, so as not to force unsafe conditions upon its employees.
10. **Permits and Approvals.** Customer shall be responsible for determining whether any permits or approvals are necessary for Contractor to complete the Work. Customer shall pay for all permits or approvals that are necessary for Contractor to complete the Work.
11. **Waiver of Consequential Damages.** The Customer and Contractor waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for rental expenses, for loss of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
12. **Governing Law and Jury Trial Waiver.** This Agreement shall be governed by the laws of the State of Maryland, without regard to principles of conflict of laws. Any claim, action or suit arising from this

Agreement shall be brought in either federal or State court in Maryland, and the parties to this Contract hereby consent to jurisdiction of such courts, regardless of the location of the Project. The parties hereby waive any right to a trial by jury of such claims, actions or suits.

Specifications

1. The Customer must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. Contractor will stay a minimum of two (2) feet away from garage doors and all vehicles parked in the area to be plowed. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the area. If the Customer elects to call the Contractor to return to the Property to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed at a prorated amount.
2. If snow maintenance services are completed during over-night hours. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
3. Contractor may install marker stakes along Customer's driveway to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Customer agrees not to remove these stakes. Contractor will return following the end of the Agreement's term to collect and remove the stakes.
4. Contractor is not responsible for snowbanks built up by town plows AFTER service has been rendered, **nor ice that forms caused by melting and refreezing after requested services were originally provided.**

Terms

1. Service is effective between December 1st, 2021, and April 1st, 2024.
2. Terms are Net 30 with a 5% penalty on all balances 30 days past due. Customer agrees to pay all Prices associated with collecting past due balances including, but not limited to, all attorney's or collection agency's fees.

SNOW REMOVAL PRICING:

Plow: \$125.00 per hour
Bobcat: \$125.00 per hour
Backhoe: \$175.00 per hour
Ventrac: \$300.00
Road Salt: \$300.00 per ton
Per bag of salt: \$50.00
Per shovel man hour: \$52.00
Per snow blower hour: +45.00 extra, per hour
Pusher box for machines: +\$25.00 extra, per hour
Sea container rental for salt, if requested: \$200.00 Delivery/Pick Up, \$150.00 a month
There is a minimum charge of two hours per mobilization.
All bulk material will be rounded to the nearest ¼ ton.
All wait times will be billed at 80% of the equipment value.

We, the undersigned Customer, have read the proposal and agree to contract with SBC Outdoor Services for the grounds management services outlined in this Agreement.

Customer Signature:



Date:

12-17-21

SBC Outdoor Services Signature:

Date:
