



August 07, 2007

Cobblestone Association
Attn: John
PO Box 1197
Frisco, CO 80443

Re: Cobblestone Association **197**

SUBJECT: SNOW PLOWING CONTRACT FOR 2007-08 SEASON

Dear Cobblestone Association,

Please find enclosed your snow removal contract for the period of November 1, 2007 through April 30, 2008. Please take a minute and look over the enclosed contract. Due to the fluctuating fuel cost we have a fuel surcharge on all accounts. Please read the details in your contract and call if you have any questions.

If you are interested in our services again this year please sign and return in the envelope provided by September 15th. After that time we will be bidding new business. If we haven't received your signed contract back we can not guarantee you a spot. Please call Mike if you have any questions at 970-513-9257 ext. 201.

We are now offering sanding services. Please call if you would like to schedule sanding for your lot or you can call on an as needed basis.

Sincerely,

Mike Castaldo, President
Premier Property Services



PREMIER

Property or Association: Cobblestone Association

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SNOW REMOVAL AGREEMENT

This agreement, made and entered into this ____ day of August 2007, by and between Cobblestone Association herein called "Customer" and Premier Property Services and Maintenance, Inc., a Colorado Corporation herein called "Premier".

This agreement is exclusively for snow removal at the following property: Cobblestone Association

1. Premier Services Provided

- a. Premier will provide snow removal when there is a total general accumulation of three inches in a 24- hour period or when we have several days of small snowfalls that accumulate three inches.
- b. When Premier has determined that snow removal is necessary in any area in accordance with 1.a. above, ALL customers under contract will be plowed, because of equipment and personnel costs.
- c. If the area is not free of vehicles or other objects, Premier will make a reasonable effort with its equipment to clear as close to those objects as is consistent with their safety and the safety of our equipment. If the vehicles are not cleared at the time of snow removal and we are called back to plow after a snow day, there will be an additional charge. The charge will be \$95.00 an hour for trucks and \$120.00 an hour for loader.
- d. Premier, at its sole discretion, shall determine in what order contracted customers will be cleared.

2. Term of Agreement. Services under this agreement will be provided commencing November 1, 2007 through April 30, 2008.

3. Fees and Payment. The fee for Premier's services shall be \$395 per month, which includes one plow per day. Pushback and ripping up pack will be billed at \$120 per hour. If snow removal from the property is necessary it will be billed accordingly. We will bill you for snow removal services at the first of each month. Payment of such bills is due upon receipt, no later than the 10th of the month. We have a fuel surcharge on all accounts when the cost of diesel fuel is above \$3.00 a gallon. (for every ten cents over it is an additional 1%, so if fuel is at \$3.45 a gallon you will be billed an additional 4.5%)

4. The Customers Agrees.

- a. To mark the limits of the area to be plowed such as pavement edges and curbs along drives and parking areas. Also marking transformers, gas meters, irrigation, and fire hydrants. We can provide this service upon your request and you will be billed for time and materials.
- b. To maintain the marking system throughout the winter season, extending it upwards as necessary to insure visibility.
- c. The Customers shall accept responsibility concerning any damage claims to unmarked



or snow covered objects without limitation. Including autos, recreational vehicles, construction items, walls, railings, utilities, landscaping (trees, shrubs), etc. Due to the size and weight of the equipment we are not responsible for any asphalt, curb or concrete damage, including scuffing/markings.

5. General Conditions.

a. Default. Either party may terminate this agreement because of default in complying with the provisions of this agreement by the other party. The defaulting party must be given adequate notice of the nature of the default and must be given ten(10) days from the date of such notice to cure such default.

b. Entire Agreement. This agreement shall constitute the entire agreement between the owner and Premier, and no variance or modification thereof shall be valid or enforceable, except by subsequent agreement in writing.

c. Notice. Any notice by either party to the other may be served personally or by certified mail at the addresses set forth below, and if served by mail, shall be deemed to have been served when deposited with the U.S. Postal Service.

d. Acceptance. Premier reserves the right to decline any contract at its sole discretion.

e. Termination. A 15 day notification is required to terminate this agreement.

f. Binding Effect. This Agreement shall be binding upon the successors and assigns of Customer and upon the successors of Premier.

g. Governing Law. This Agreement shall be governed and construed under the laws of The State of Colorado.

Customer:

Name: _____

Mailing: _____

City: _____

Phone: _____

Premier:

Premier Property Services

PO Box 23093

Silverthorne, CO 80498

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this ___ day of August 2007.

Customer: _____
Signature Printed Name Date

PREMIER PROPERTY SERVICE AND MAINTENANCE, INC.

Mike Castaldo, President