

# SCHEDULED REQUEST

## SNOW REMOVAL AGREEMENT NOVEMBER 2022 - MAY 2023

The Crested Butte South Metropolitan District (hereinafter "District") hereby enters into this agreement with the owner and property listed below if the agreement is accepted.

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### Owner Name and Physical Address of Property

Pursuant to the terms and conditions as follows:

1. **Mutual Obligations:** If the agreement is accepted the District, and its duly authorized personnel, agree to perform snow removal and snowplowing services, as required in the discretion of the District, to the owner herein in return for prompt payment for its services at a rate and schedule as set forth herein below.
2. **Service Rate:** By signing the Snowplowing Agreement the owner has the priority of snowplowing service on a schedule to be determined by the District in its sole discretion. The owner agrees to pay \$5.00 per minute for backhoe, \$6.66 per minute for loader and \$5.00 per minute for skid steer with snow-blower. The minimum charge of \$80 for snowplowing and the minimum charge of \$90 for snow-blowing services will be assessed each time the property has snow removed by the District. This equates to approximately 16 minutes for backhoe, 12 minutes for loader, and 18 minutes for snow-blower for the minimum charge. Additional minutes will be billed accordingly. **The District will use the most appropriate equipment for each scheduled request and will be billed accordingly.**
3. **Plowing Expectations:** **The District will fulfill this agreement by scheduling your snow removal request via e-mail for the next available date and time. Please Note: The next available date could be several days depending on the snow cycle and staffing.**
4. **Weekend and Holiday Snow Removal:** **The District will not schedule requests for snow removal on holidays or weekends. Please make arrangements accordingly.**
5. **Scheduled Requests:** **Customers must request scheduled snow removal via email to [info@cbsouthmetro.net](mailto:info@cbsouthmetro.net).**
6. **Payment:** The owner agrees to pay for services by the 15<sup>th</sup> day of the following month after services are billed. Payments received later than the due date shall accrue service fees of %1 per annum and shall subject the delinquent owner to suspension of services under this agreement until such invoice is paid. Please note: Duplex's not billed as an association will split all snow removal fees in half and require a signed Snow Removal Agreement from both parties.
7. **Termination of Agreement:** The owner may terminate their obligations hereunder at any time upon 72 hours written notice to the District and full payment of all charges then owing the District. The District may terminate this contract upon 10 days' notice in writing to the owner, unless the owner is delinquent in payment of charges to the District, in which case no notice is required to terminate service. The District may not accept agreements for plowing for any reason it deems necessary and will only accept contracts until our schedule is full.
8. **Notices:** Any notice required hereunder shall be deemed to have been delivered upon deposit in the U.S. Mail, postage prepaid, by first class mail and addressed as follows Crested Butte South Metropolitan District P.O. Box 1129 Crested Butte, CO 81224 or [info@cbsouthmetro.net](mailto:info@cbsouthmetro.net).

9. Liability: The District shall not be liable for damage to any objects concealed by snowfall or otherwise in areas where the District is reasonably expected to perform its plowing services. The owner shall be liable for any damage to District equipment caused by any objects concealed by snowfall or otherwise in areas where the District is reasonably expected to perform its plowing services
10. Binding Agreement: This agreement shall be binding upon the District, its successors, representatives and assigns and the undersigned owner, successors and assigns. Any assignment or transfer of this contract shall subject the assignee or transferee to all of the obligations specified herein including, but not limited to, the payment of any currently owed fees or charges due to the District as consequences of this agreement.
11. Agreement Guidelines: Upon receipt of the scheduled request snow removal agreement the property will be evaluated for adequate driveway size for equipment and snow storage. **Snow removal agreements will be approved or denied within 48 hrs. via email to the address provided below.** The District will no longer plow private contracts in the commercial area being all of Block 6 and the interior lots on Block 4 and Block 5.  
Respectful: We understand that big snowstorms can be very stressful and a lot of work for everyone. Disrespectful or impolite behavior will not be tolerated, please conduct yourself in a professional manner or the District will terminate the snow removal agreement. This applies for interactions with our administration staff and plow operators.

By signing this contract, you are stating that you, the customer, have read carefully and understand all of the District's obligations, the customer's obligations, including all of the District's policies and procedures.

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Print Owners Name

\_\_\_\_\_  
Print Owners Mailing Address

\_\_\_\_\_  
Owners Phone Number During Business Hours

\_\_\_\_\_  
Emergency Phone Number

\_\_\_\_\_  
Owners Signature

Agreement Accepted  Agreement Denied