Elegant GREENS

734-231-6050

Commercial Snow & Ice Management Contract

Per Push/Per Salt Agreement

Business Name: Elegant Greens
Phone: 734-231-6050
Service Location: Hampton Manor- Woodhaven: 22125 Van Horn, Woodhaven Mi 18183

1. Scope of Professional Services

Elegant Greens provides professional snow plowing, sidewalk clearing, snow relocation, and de-icing services for commercial properties. Services are performed using industry best practices and are intended to reduce, but not eliminate, winter hazards.

The Client acknowledges that snow and ice management is an inherently imperfect process. Snow, ice, slush, drifting, thaw/refreeze cycles, and black ice conditions may occur before, during, or after services are performed.

---

2. Service Term

This agreement shall remain in effect from the date of execution through April 30, 2027.

---

3. Historical Snowfall Information

The Client acknowledges that the average winter season in Southeast Michigan typically produces approximately 45 inches of snowfall annually.

Actual snowfall may vary significantly from year to year, and Elegant Greens makes no guarantees regarding the number of plowing events, service visits, or de-icing applications required during any season.

---

4. Service Triggers & Operations

Snow Plowing

Snow removal services will generally begin when snowfall accumulation reaches approximately one (1) inch, or sooner if conditions warrant.

Sidewalk Clearing

Sidewalks, entrances, and designated pedestrian areas shall be serviced as outlined in the proposal.

De-Icing / Salting

Elegant Greens shall determine when de-icing materials are necessary based upon:

- **Weather forecasts**
- **Surface temperatures**
- **Ice accumulation**
- **Freeze/thaw conditions**
- **Black ice potential**
- **Snowfall intensity**
- **Site safety concerns**

Contractor Authority Over Salting

The decision to apply salt or other de-icing materials belongs exclusively to Elegant Greens.

The Client acknowledges that determining when de-icing materials are required is a professional safety decision made by the Contractor and is not subject to approval, authorization, review, or negotiation by the Client after services have been rendered.

If Elegant Greens determines that salting is necessary to maintain safe conditions, the service will be performed and billed accordingly.

The Client agrees that any salt application performed by Elegant Greens shall be considered authorized, necessary, and billable in full.

The Client may not refuse payment, dispute charges, request credits, or claim that salting was unnecessary after the application has been completed.

Sidewalks shall be serviced as soon as possible based on equipment availability.

---

5. Billing Rates

Snow Plowing Per- Push/ Per-Salt

Snow Plowing (Parking Lots)
Per Push Rate: $606.50

Salt Application (Parking Lots)
Per Application Rate: $545.23

Sidewalk Snow Clearing
Per Push Rate: $900

Sidewalk De-Icing / Salting
Per Application Rate: $600

---

6. Service Documentation

Elegant Greens reserves the right to document weather conditions and services through:

- **GPS tracking**
- **Service logs**
- **Photographs**
- **Weather reports**
- **Radar data**

Such records shall serve as conclusive evidence that services were performed.

---

7. Property Safety & De-Icing Requirements

The Client acknowledges that de-icing services are a critical component of maintaining reasonably safe conditions.

Mandatory De-Icing Provision

-Elegant Greens -17628 Telegraph Rd. Brownstown MI 48174

The Client agrees that Elegant Greens may apply de-icing materials whenever conditions indicate a reasonable possibility of:

- **Ice formation**
- **Refreeze**
- **Black ice**
- **Freezing precipitation**
- **Hazardous walking conditions**
- **Hazardous driving conditions**

The Client specifically acknowledges that:

1. **Salt applications may occur with little or no visible snow present.**
2. **Salting may occur before, during, or after snowfall events.**
3. **Salting may occur solely due to forecasted conditions.**
4. **Salting may occur to prevent liability exposures for both parties.**

Under no circumstances shall the Client direct Elegant Greens to withhold de-icing services when Elegant Greens determines such services are necessary.

If the Client requests that salting be withheld against Elegant Greens' recommendation, Elegant Greens reserves the right to immediately terminate service and shall bear no responsibility for resulting conditions.

---

8. Payment Terms

Invoices are due within thirty (30) days.

Balances unpaid after thirty (30) days may be subject to:

- **1.5% monthly finance charge (18% annually)**
- **Collection costs**
- **Attorney fees**
- **Suspension of future services**

The Client remains responsible for all services rendered prior to any suspension.

---

9. Risk Management & Liability Release

Elegant Greens strives to reduce winter hazards but cannot guarantee completely snow-free or ice-free conditions.

-Elegant Greens -17628 Telegraph Rd. Brownstown MI 48174

Client Assumption of Risk

The Client assumes all risks associated with:

- **Snow accumulation**
- **Ice formation**
- **Black ice**
- **Refreeze cycles**
- **Drifting snow**
- **Weather conditions occurring between service visits**

Indemnification

The Client agrees to defend, indemnify, and hold harmless Elegant Greens, its employees, owners, and subcontractors from any claims, damages, injuries, lawsuits, losses, or expenses arising from winter weather conditions on the property, except in cases of proven gross negligence.

---

10. Site Conditions

Snow Placement

Elegant Greens reserves the right to determine snow storage locations.

Hidden Obstacles

Elegant Greens is not responsible for damage to:

- **Landscaping**
- **Turf**
- **Irrigation systems**
- **Curbs**
- **Pavement edges**
- **Decorative items**
- **Unmarked obstacles concealed by snow**

Obstructions

Vehicles, trailers, dumpsters, and other obstacles may prevent complete service of certain areas. Elegant Greens shall not be responsible for areas that cannot be safely accessed.

---

11. Entire Agreement

This document represents the entire agreement between the parties.

Elegant Greens retains sole discretion regarding:

- **Service timing**
- **Service frequency**
- **Salt application decisions**
- **Material application rates**
- **Equipment utilized**
- **Snow placement locations**

No verbal statements shall modify this agreement.

Contractor Hired: Elegant Greens



Signature:

Date: 9/29/2026

Customer:

Customer Name:_____

Signature: _____

Date: _____