

Saline Northview Condominium Association
P.O. Box 626
Saline, MI 48176-0626

Snow Removal Services Agreement

This Snow Removal Services Agreement (“Agreement”) is made effective for all purposes and in all respects as of this day, _____ (“Effective Date”) by and between SALINE NORTHVIEW CONDOMINIUM ASSOCIATIONS, a Michigan non-profit corporation located in Saline, Michigan (“Association”) and Contractor Name _____ (“Contractor”), with principal place of business located at: _____ (“Contractor”). For all purposes of this Agreement, Contractor will be an independent contractor. In no event will either party be considered an agent or employee of the other party, and this Agreement will not be construed as, nor constitute any kind of partnership or joint venture.

Contractor agrees to furnish all equipment and labor necessary with twenty-four (24) hour, seven (7) days per week availability to complete the Snow Removal Services according to the terms and conditions detailed within this agreement as Work Specifications (“Work”) to be completed in workmanlike manner and applied uniformly for each of the work zones detailed on Attachment One: Association Neighborhood Map by Zone and Attachment Two: Association Zones by Unit Addresses. These attachments show a street diagram, identification of the common elements, areas for each of the three zones. The Association will have the right, at any time, to inspect all the work of the contractor, while it is in the process of being completed by Contractor and whom will not be unreasonably interfere with this right of inspection.

Contractor is responsible for on-site supervision of its workers and for sending text/email at both the start and completion of work to designated association member.

If prevailing winds make it impossible for Contractor to clear snow in a fashion that prevents performance standards being met for a least sixty (60) minutes then Contractor will make a reasonable and “good faith effort) to clear the snow and contact the designated association member.

It is understood that the Contractor may wish to stage equipment on the Association property in advance in order to meet WORK requirements. This will be allowed as long as storage of such equipment adheres to any applicable City of Saline ordinances. Contractor will endeavor to store equipment in a manner that is the least intrusive to the co-owners of the Condominium taking into consideration vehicular and pedestrian traffic patterns and parking needs of the homeowners. The Association acknowledges that there may be some inconvenience caused by onsite staging of equipment but will cooperate and make reasonable effort to accommodate the Contractor snow removal operation.

Contractor will be responsible for the acts and omissions, negligence, or fault of its employees, agents, subcontractors or their employees or agents and Contractor will indemnify and hold harmless the Association against any and all damages, losses, claims, causes of action, costs,

Attachment Two: Association Zones by Unit Addresses

expenses, including attorneys' fees, and any other liability incidental to this agreement for WORK being performed. Contractor will bear the risk for loss of or damages to any equipment stored on the Association property. All damage to or loss of any property caused in whole or in part by Contractor, any subcontractor thereof, or anyone directly or indirectly employed by subcontractor for by anyone for whose acts they may be liable, will be remedied by Contractor if found to be attributable to the fault or negligence of Contractor.

Work Areas:

Homeowner Areas:

1. Driveways and Aprons
 - a. Homeowner driveway surfaces are to be cleared with a maximum remaining snow depth of one-half (1/2) inch for all cleared surfaces.
 - b. Driveways must be cleared to within twenty-four (24) inches of garage door and associated width of garage door plus at least six (6) inches on either side whenever possible (some driveways in zone 2 and 3 are only the width of the garage door) and at least thirty-six (36) inches minimum beyond the curb into the street.
 - c. A single push back on aprons with a minimum six (6) inches and a maximum twenty-four (24) remaining snow depth will be deemed acceptable clearing to allow vehicles unobstructed turning entry onto driveway approach.
 - d. It is expected that ridges left by plowing are inherent but should not exceed four (4) inches in width across any continuous span higher than two (2) inches.
 - e. Snow moved from the driveways and aprons cannot be left in City streets. Snow must be moved to the strip area between the sidewalk and the street ("Easement"). In cases of extreme snowfall, Contractor must make every effort to move snow appropriately but it is understood that some snow may encroach on the margins of driveway aprons and City streets.
 - f. If a vehicle occupies any space on the driveway of a homeowner unit, the Contractor will make a reasonable and "good faith effort" to clear the unoccupied area of the driveway to within twenty-four (24) inches of obstruction, in addition to the full Apron area. This attempted effort does NOT require the Contractor to take unreasonable risks that may cause damage to homeowner or Contractor property.
2. The perimeter sidewalks running parallel to or adjacent to all city streets
 - a. Sidewalks must be cleared to a minimum path of forty-two (42) inches wide as required by the City of Saline ordinance.

Attachment Two: Association Zones by Unit Addresses

Common Areas:

1. The full width of the Woodland Drive entrance sidewalk between Ann Arbor-Saline Road and Colony Drive.
2. The sidewalk on the west side of Ann Arbor-Saline Road, beginning at the intersection of Ann Arbor-Saline Road and Woodland Drive, running south for approximately three hundred twenty-five (325) feet to the dentist's office property line.
3. Colony Drive east side sidewalk adjacent to Woodland Drive past the first two open area "bowls" up to the north end of the children's playground area bowl (Colony Park).
4. All cul-de-sacs thruways: Woodland Ct, Wiltshire Ct, Foxboro Ct, Yorkshire Ct and end of Colony Drive.
5. All sidewalk ramp/landings where sidewalks transition to roadway.
6. Cement surface areas surrounding USPS pedestal mail boxes must be cleared to a minimum radius from pedestals to thirty-six (36) inches on both the sidewalk and street side approaches and a twenty-four (24) inch minimum clear path to the street.
7. Fire hydrant clearing is only needed when accumulation of snow exceeds approximately eight (8) inches at base of hydrant. Hydrant areas must be cleared to a minimum radius of twenty-four (24) inches with path to sidewalk only. Cleared snow depth should not exceed three (3) inches. Any snow cleared and displaced from other surfaces should not be deposited within five (5) feet of any hydrants.

Excluded Areas:

1. All driveway-to-front door walkways
2. Main house entryways
3. Cemented areas on sides of houses
4. Patio areas and/or decked areas
5. Houses with individual mail boxes are NOT part of the Association. These can be found on parts of Lexington Drive, Lexington Court, Colony Drive and Colony Court.
6. Sidewalks adjacent to children's playground "bowl" (Colony Park)

Right-of-Way Access:

Washtenaw County and the City of Saline regulate how the streets and sidewalk right-of-way may be temporarily blocked during snow removal operations, and the location(s) to which such snow may be relocated. (For example, and not for limitation, municipal regulations specifically prohibit snow from being plowed or deposited onto city or county roads). As such, the Contractor is required to be familiar with and perform all WORK in strict compliance with all appropriate State, Local and Municipal ordinances. Contractor is required to move snow such that the homeowners, US Postal works and the Fire Department have reasonable and adequate access in right-of-way areas around post office boxes and fire hydrants. Additionally, snow must not be piled on sidewalks, sidewalk openings, crosswalks at street corners or on roadways at entrance /sides of driveways.

Attachment Two: Association Zones by Unit Addresses

Services:

1. For snowfalls in excess of one (1) inch Contractor will:
 - a. Plow, power sweep and/or shovel all pedestrian walkways of the Northview neighborhood so as to be in compliance with relevant municipal ordinances regarding snow removal.
 - b. Begin snow removal within six hours from the time after which the major portion of the snow has stopped
 - c. Notify the designated homeowner member each time removal operations begin and again once operations have been completed.
2. For snowfalls in excess of two (2) inches Contractor will:
 - a. Plow, power sweep and/or shovel all pedestrian walkways of the Northview neighborhood so as to be in compliance with relevant municipal ordinances regarding snow removal.
 - b. Plow, power sweep and/or shovel all driveways and aprons.
 - c. Begin snow removal within six hours from the time after which the major portion of the snow has stopped or two (2) hours after the City has plowed the neighborhood streets, whichever is later.
 - d. Notify the designated homeowner member each time removal operations begin and again once operations have been completed.
3. For snowfalls in excess of six (6) inches if Contractor elects to begin snow removal operations before the municipal crews have plowed the streets then Contractor will be required to re-clear all sidewalks, ramp/landings and/or driveways/aprons that are not to the minimum snow level.
4. Other Clearing Services: The Association may, from time to time, request that Contractor perform additional work, such as clearing driveway aprons or sidewalk landings for the specified fee under Pricing or an hourly fee as applicable when City plows create an impassable ridge at the areas adjacent to the city roadways or due to drifting. To minimize these expenses all attempts will be made to coordinate snow clearing to coincide with city plowing schedule.

Insurance:

Contractor represents and warrants that it maintains adequate insurance to protect itself from the following:

- a. Claims and/or workers compensation or state disability acts
- b. Claims for damages because of bodily injury, sickness or death of any of its employees or any other person which arise out of any negligent act or omission of Contractor, its employees or agents, if any

Attachment Two: Association Zones by Unit Addresses

- c. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from, which arise for any intentional or negligent actor or omission of Contractor, its employees or agent, if any.
- d. At Northview’s request, Contractor will provide evidence of such insurance coverage.

Compensation:

Association will pay Contractor the fees described in Attachment Three for Services. Association will have no further payments obligations with respect to the Services; specifically, during the Term, the Association shall not be obligated, under any circumstances to pay for or keep in effect any hospitalization, health, life or other insurances for the benefit of Contractor, to pay any employment or similar taxes to make any tax withholdings or to provide any benefits that employers might normally provide to employees. Either party may terminate services without cause by submitting a two month notice to terminate via USPS certified mail. In the event of such termination the Association will be responsible for compensating Contractor for work which may have occurred within thirty (30) days of the termination period.

Notices:

All notices provided will be in writing and delivered via first class mail, return receipt requested and will be deemed given upon the earlier of receipt or seven (7) days after sending to the address set forth below.

For the Association, to:
Saline Northview Condominium Association
P.O. Box 626
Saline, Michigan 48176-0626

For the Contractor, to:

Governing Law:

This Agreement will be governed by and construed in accordance with the laws of the State of Michigan. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable then it will be modified to render it enforceable while to the fullest extent possible preserving the business and economic intent and impact of the original provision. No

Attachment Two: Association Zones by Unit Addresses

delay or failure to exercise or enforce any right hereunder will be considered a waiver of such right unless expressly stated in writing, and no single waiver will be considered a continuing waiver unless expressly so stated.

In the event of any legal action or claim concerning the terms of this Agreement or the performance of any party under the terms of this agreement, all reasonable legal fees, costs and expense of the prevailing party relating to such legal action or claim shall promptly be paid by the other party. No waiver of any provision of this Agreement shall be valid unless the same is in writing and signed by the party against whom such waiver is sought to be enforced; moreover, no valid waiver of any provision of this Agreement at any time shall be deemed a waiver of any other provision of this Agreement at such time or shall be deemed a valid waiver of such provision at any other time.

General:

This Agreement constitutes the complete understanding of the parties regarding the subject matter hereof, and supersedes all prior understanding, agreements and representations of the parties regarding such subject matter. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this agreement. Any ambiguities will not be construed against the drafting party. The word "or" herein will be construed as exclusive and the word "including" herein will be construed as limiting.

IN WITNESS WHEREOF, Association and Contractor have duly executed this Agreement intending to be bound thereby.

Saline Northview Condominium Association

Contractor _____

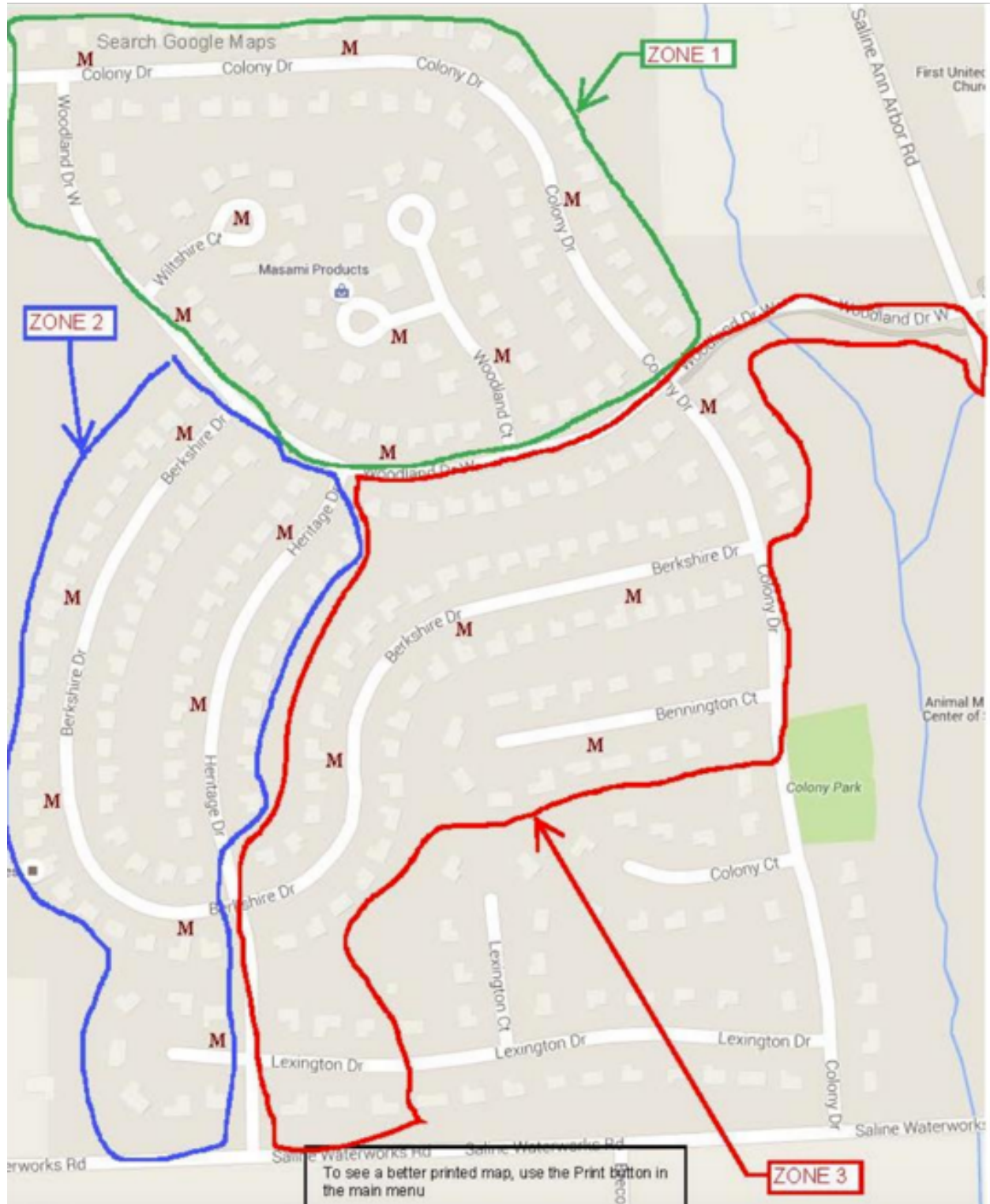
Signed by: _____

Date: _____

Print Name: _____

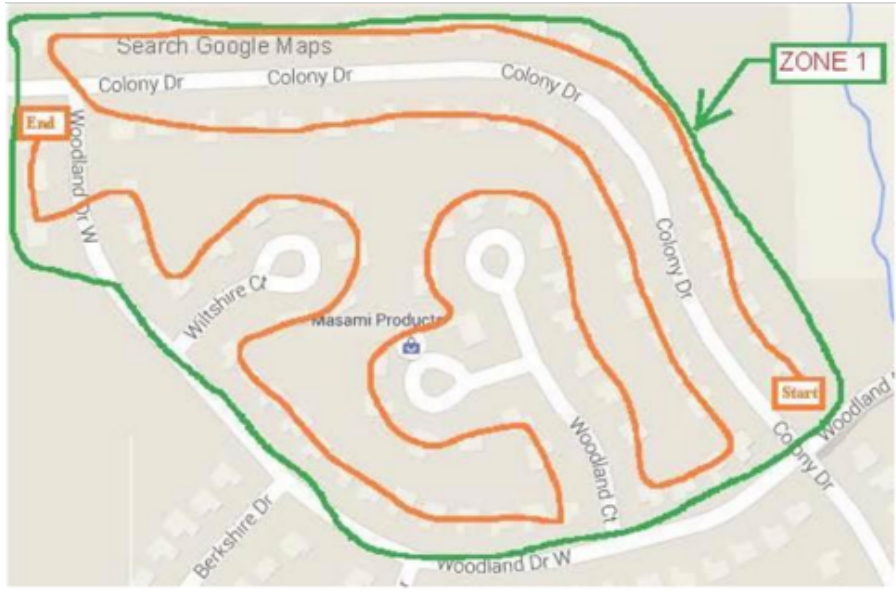
Title: _____

Attachment One: Association Neighborhood Map by Zone



Attachment Two: Association Zones by Unit Addresses

ZONE ONE: 93 Houses, 8 Mailboxes and 10 Fire Hydrants



344 Woodland Drive, Lot #126	514 Woodland Drive, Lot #139	1287 Colony Drive, Lot #212
356 Woodland Drive, Lot #127	526 Woodland Drive, Lot #140	1275 Colony Drive, Lot #211
368 Woodland Drive, Lot #128	538 Woodland Drive, Lot #141	1263 Colony Drive, Lot #210
384 Woodland Drive, Lot #129	552 Woodland Drive, Lot #142	1251 Colony Drive, Lot #209
1262 Woodland Court, Lot #206	922 Wiltshire Drive, Lot #153	1239 Colony Drive, Lot #208
1280 Woodland Court, Lot #205	940 Wiltshire Drive, Lot #152	1227 Colony Drive, Lot #207
1298 Woodland Court, Lot #204	958 Wiltshire Drive, Lot #151	1214 Colony Drive, Lot #124
1316 Woodland Court, Lot #203	983 Wiltshire Drive, Lot #150	1228 Colony Drive, Lot #125
1334 Woodland Court, Lot #202	965 Wiltshire Drive, Lot #149	1240 Colony Drive, Lot #248
1356 Woodland Court, Lot #201	947 Wiltshire Drive, Lot #148	1252 Colony Drive, Lot #247
1372 Woodland Court, Lot #200	929 Wiltshire Drive, Lot #147	1264 Colony Drive, Lot #246
1392 Woodland Court, Lot #199	564 Woodland Drive, Lot #143	1276 Colony Drive, Lot #245
1387 Woodland Court, Lot #198	576 Woodland Drive, Lot #144	1288 Colony Drive, Lot #244
1375 Woodland Court, Lot #197	586 Woodland Drive, Lot #145	1302 Colony Drive, Lot #243
1357 Woodland Court, Lot #196	598 Woodland Drive, Lot #146	1314 Colony Drive, Lot #242
1337 Yorkshire Court, Lot #195	569 Woodland Drive, Lot #154	1326 Colony Drive, Lot #241
1325 Yorkshire Court, Lot #194	581 Woodland Drive, Lot #155	1338 Colony Drive, Lot #240
1311 Yorkshire Court, Lot #193	593 Woodland Drive, Lot #156	1350 Colony Drive, Lot #239
1299 Yorkshire Court, Lot #192	1467 Colony Drive, Lot #225	1362 Colony Drive, Lot #238
1291 Yorkshire Court, Lot #191	1455 Colony Drive, Lot #224	1374 Colony Drive, Lot #237
1285 Woodland Court, Lot #190	1443 Colony Drive, Lot #223	1386 Colony Drive, Lot #236
1267 Woodland Court, Lot #189	1431 Colony Drive, Lot #222	1398 Colony Drive, Lot #235
404 Woodland Drive, Lot #130	1419 Colony Drive, Lot #221	1410 Colony Drive, Lot #234
418 Woodland Drive, Lot #131	1407 Colony Drive, Lot #220	1422 Colony Drive, Lot #233
430 Woodland Drive, Lot #132	1395 Colony Drive, Lot #219	1434 Colony Drive, Lot #232
442 Woodland Drive, Lot #133	1382 Colony Drive, Lot #218	1456 Colony Drive, Lot #231
454 Woodland Drive, Lot #134	1371 Colony Drive, Lot #217	1468 Colony Drive, Lot #230
466 Woodland Drive, Lot #135	1359 Colony Drive, Lot #216	1480 Colony Drive, Lot #229
478 Woodland Drive, Lot #136	1347 Colony Drive, Lot #215	1492 Colony Drive, Lot #228
490 Woodland Drive, Lot #137	1329 Colony Drive, Lot #214	1504 Colony Drive, Lot #227
502 Woodland Drive, Lot #138	1317 Colony Drive, Lot #213	1516 Colony Drive, Lot #226

Attachment Two: Association Zones by Unit Addresses

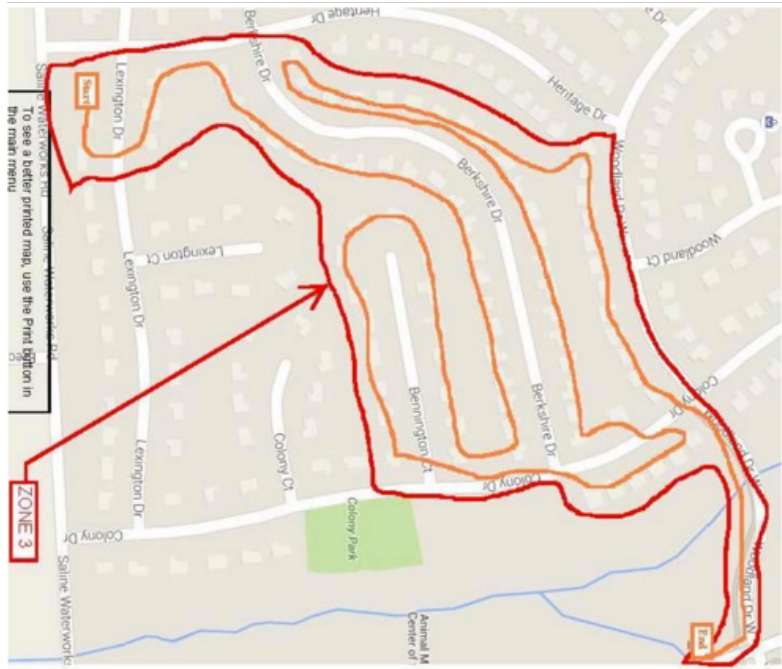
ZONE TWO: 76 Houses, 7 Mailboxes and 9 Fire Hydrants



721 Foxboro Court, Lot #4	1061 Heritage Drive, Lot #89	899 Berkshire Drive, Lot #173
749 Foxboro Court, Lot #5	1053 Heritage Drive, Lot #90	887 Berkshire Drive, Lot #174
777 Foxboro Court, Lot #6	1045 Heritage Drive, Lot #91	875 Berkshire Drive, Lot #175
810 Foxboro Court, Lot #7	1037 Heritage Drive, Lot #92	863 Berkshire Drive, Lot #176
772 Foxboro Court, Lot #8	1031 Heritage Drive, Lot #93	851 Berkshire Drive, Lot #177
744 Foxboro Court, Lot #9	1025 Heritage Drive, Lot #94	839 Berkshire Drive, Lot #178
716 Foxboro Court, Lot #10	1021 Heritage Drive, Lot #95	827 Berkshire Drive, Lot #179
1024 Heritage Drive, Lot #96	590 Berkshire Drive, Lot #58	815 Berkshire Drive, Lot #180
1032 Heritage Drive, Lot #97	608 Berkshire Drive, Lot #57	791 Berkshire Drive, Lot #181
1040 Heritage Drive, Lot #98	626 Berkshire Drive, Lot #56	779 Berkshire Drive, Lot #182
1048 Heritage Drive, Lot #99	644 Berkshire Drive, Lot #172	767 Berkshire Drive, Lot #183
1056 Heritage Drive, Lot #100	662 Berkshire Drive, Lot #171	755 Berkshire Drive, Lot #184
1064 Heritage Drive, Lot #101	680 Berkshire Drive, Lot #170	743 Berkshire Drive, Lot #185
1072 Heritage Drive, Lot #102	692 Berkshire Drive, Lot #169	731 Berkshire Drive, Lot #186
1080 Heritage Drive, Lot #103	712 Berkshire Drive, Lot #168	719 Berkshire Drive, Lot #187
1088 Heritage Drive, Lot #104	730 Berkshire Drive, Lot #167	697 Berkshire Drive, Lot #188
1096 Heritage Drive, Lot #105	748 Berkshire Drive, Lot #166	685 Berkshire Drive, Lot #249
1104 Heritage Drive, Lot #106	766 Berkshire Drive, Lot #165	673 Berkshire Drive, Lot #250
1125 Heritage Drive, Lot #82	784 Berkshire Drive, Lot #164	659 Berkshire Drive, Lot #251
1113 Heritage Drive, Lot #83	802 Berkshire Drive, Lot #163	647 Berkshire Drive, Lot #252
1101 Heritage Drive, Lot #84	820 Berkshire Drive, Lot #162	635 Berkshire Drive, Lot #55
1093 Heritage Drive, Lot #85	838 Berkshire Drive, Lot #161	623 Berkshire Drive, Lot #54
1085 Heritage Drive, Lot #86	856 Berkshire Drive, Lot #160	611 Berkshire Drive, Lot #53
1077 Heritage Drive, Lot #87	868 Berkshire Drive, Lot #159	599 Berkshire Drive, Lot #52
1069 Heritage Drive, Lot #88	880 Berkshire Drive, Lot #158	587 Berkshire Drive, Lot #51
	892 Berkshire Drive, Lot #157	

Attachment Two: Association Zones by Unit Addresses

ZONE THREE: 83 Houses, 5 Mailboxes and 5 Fire Hydrants



671 Lexington Drive, Lot #3	330 Bennington Court, Lot #29	396 Berkshire Drive, Lot #74
643 Lexington Drive, Lot #2	356 Bennington Court, Lot #28	408 Berkshire Drive, Lot #73
615 Lexington Drive, Lot #1	382 Bennington Court, Lot #27	416 Berkshire Drive, Lot #72
626 Lexington Drive, Lot #13	408 Bennington Court, Lot #26	424 Berkshire Drive, Lot #71
660 Lexington Drive, Lot #12	434 Bennington Court, Lot #25	432 Berkshire Drive, Lot #70
698 Lexington Drive, Lot #11	460 Bennington Court, Lot #24	440 Berkshire Drive, Lot #69
571 Berkshire Drive, Lot #50	486 Bennington Court, Lot #23	448 Berkshire Drive, Lot #68
559 Berkshire Drive, Lot #49	522 Bennington Court, Lot #22	456 Berkshire Drive, Lot #67
547 Berkshire Drive, Lot #48	529 Bennington Court, Lot #21	468 Berkshire Drive, Lot #66
535 Berkshire Drive, Lot #47	493 Bennington Court, Lot #20	476 Berkshire Drive, Lot #65
523 Berkshire Drive, Lot #46	467 Bennington Court, Lot #19	484 Berkshire Drive, Lot #64
511 Berkshire Drive, Lot #45	441 Bennington Court, Lot #18	492 Berkshire Drive, Lot #63
499 Berkshire Drive, Lot #44	415 Bennington Court, Lot #17	508 Berkshire Drive, Lot #62
487 Berkshire Drive, Lot #43	389 Bennington Court, Lot #16	522 Berkshire Drive, Lot #61
475 Berkshire Drive, Lot #42	363 Bennington Court, Lot #15	544 Berkshire Drive, Lot #60
463 Berkshire Drive, Lot #41	337 Bennington Court, Lot #14	566 Berkshire Drive, Lot #59
451 Berkshire Drive, Lot #40	1108 Colony Drive, Lot #80	467 Woodland Drive, Lot #107
439 Berkshire Drive, Lot #39	1120 Colony Drive, Lot #81	455 Woodland Drive, Lot #108
427 Berkshire Drive, Lot #38	1128 Colony Drive, Lot #120	443 Woodland Drive, Lot #109
415 Berkshire Drive, Lot #37	1136 Colony Drive, Lot #121	431 Woodland Drive, Lot #110
403 Berkshire Drive, Lot #36	1144 Colony Drive, Lot #122	419 Woodland Drive, Lot #111
391 Berkshire Drive, Lot #35	1152 Colony Drive, Lot #123	407 Woodland Drive, Lot #112
379 Berkshire Drive, Lot #34	1131 Colony Drive, Lot #119	395 Woodland Drive, Lot #113
367 Berkshire Drive, Lot #33	336 Berkshire Drive, Lot #79	383 Woodland Drive, Lot #114
355 Berkshire Drive, Lot #32	348 Berkshire Drive, Lot #78	371 Woodland Drive, Lot #115
343 Berkshire Drive, Lot #31	360 Berkshire Drive, Lot #77	359 Woodland Drive, Lot #116
331 Berkshire Drive, Lot #30	372 Berkshire Drive, Lot #76	347 Woodland Drive, Lot #117
	384 Berkshire Drive, Lot #75	333 Woodland Drive, Lot #118

Attachment Three: Fee and Payment Schedule

Contractor will be paid the amounts described below unless Association, in its good faith opinion, determines that reasonable progress towards performing the Services is not being made, in which even Association and Contractor will negotiate a new payment schedule in good faith should Northview decide not to terminate the Agreement.

Sidewalk Clearing:

1. The charge for sidewalk clearing is _____.
2. This will cover clearing one (1) through _____ clearings.
3. If _____ or fewer sidewalk clearings are done then a credit of _____ for each one will be credited to the following year contract.

NOTE: For snowfalls over six (6) inches, clearing rate is charged at 1.5 clearings.

Driveways and Apron Clearing:

1. The charge for driveway and apron clearing is _____.
2. This will cover clearing one (1) through _____ clearings.
3. If _____ or fewer driveway and apron clearings are done then a credit of _____ for each one will be credited to the following year contract

NOTE: For snowfalls over six (6) inches, clearing rate is charged at 1.5 clearings.

Payment Schedule:

This contract is a multi-year contract commencing with snow year 1 (Fall 20__ – Spring 20__) and continuing with snow year 2 (Fall 20__ – Spring 20__) and snow year 3 (Fall 20__ – Spring 20__).

For services performed, minimum payments totaling _____ will be made to the Contractor according to the following schedule:

Snow Year 1

- With the execution of this Agreement: twenty-five percent (25%)
- January 1, 20__ : twenty-five percent (25%)
- February 1, 20__ : twenty-five percent (25%)
- March 1, 20__ : twenty-five percent (25%)

Snow Year 2 – fees will increase two percent (2%) over snow year 1

- December 1, 20__: twenty-five percent (25%)
- January 1, 20__ : twenty-five percent (25%)
- February 1, 20__ : twenty-five percent (25%)
- March 1, 20__ : twenty-five percent (25%)

Snow Year 3 – fees will increase two percent (2%) over snow year 2

- December 1, 20__: twenty-five percent (25%)
- January 1, 20__ : twenty-five percent (25%)
- February 1, 20__ : twenty-five percent (25%)
- March 1, 20__ : twenty-five percent (25%)