

SNOW PLOWING AGREEMENT

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2014, (“Agreement”) by and between the undersigned property owner (“Owner”), located in Fontana, Wisconsin and the Village of Fontana-On-Geneva Lake (“Village”)(together, the “Parties”).

AGREEMENT

1. Plowing Services.

The undersigned Parties do acknowledge and agree that the Village shall provide snow plowing services on the private property described in Exhibit “A” (“Owner Property”) pursuant to the terms of this Agreement.

2. Performance.

The Village shall undertake snow plowing services to the Owner Property during snow fall that exceeds four (4) inches of snow as shall be reasonably determined by the Village. The roads to be plowed per this Agreement are those roads so designated in Exhibit “A”, attached hereto and integrated hereby reference and none other. Plowing services are intended to provide minimal reasonable access for emergency vehicles and are not intended to be of the quality that may be available from some commercial services. The services provided by the Village do not include clearing of sidewalks and walkways, clearing the entire width of all designated roadways on th Owner Property, or hand shoveling. The Village may plow public roads before private roads.

3. Compensation.

As sole and full consideration for the performance of services by the Village pursuant to this Agreement, the undersigned shall submit this signed Agreement, verification of liability insurance, and administrative fee of \$250.00(checks made payable to the Village of Fontana) to the Village on or before November 1, 2014. If said items are not received by the Village by November 1, 2014, the undersigned Owner shall not be eligible for services during the 2014-2015 season.

4. Term.

This Agreement shall commence November 3, 2014 and end March 31, 2015, unless sooner terminated by either of the parties hereto. This Agreement may be terminated for any reason or for no reason by either party upon ten (10) days advance written notice, or immediately upon a material breach of this Agreement.

THIS AGREEMENT INCLUDES ALL ADDITIONAL TERMS PRINTED ON THE BACK OF THIS PAGE. READ ALL SUCH ADDITIONAL TERMS BEFORE SIGNING.

NAME: _____ PHONE: _____ ADDRESS/LOCATION: _____ _____ _____ Signature _____ Name and Title	VILLAGE OF FONTANA-ON-GENEVA LAKE By: _____ _____ Name and Title Attest: _____ _____ Name and Title
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Agreement terms continued

5. Insurance. The undersigned shall maintain liability insurance insuring the activities of the Village under this Agreement in an amount not less than \$500,000.00. The Village shall be named as an additional insured on any such coverage and said coverage shall not be terminated, reduced or substantially modified during the term of this Agreement. A certificate evidencing the existing of said coverage shall be on file with the Village at all times during this Agreement.
6. Assignment. This Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party hereto, which said consent may be withheld for any reason.
7. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin, without reference to any conflicts of law provisions of the State of Wisconsin.
8. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, legal or personal representatives, successors and assigns.
9. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations and warranties, whether oral or written.
10. Indemnity. The undersigned Owner for itself and its successors and assigns hereby indemnifies the Village and agrees to and shall hold the Village harmless of, from and against, and agrees to and shall pay on demand, any and all claims, costs, damages, demands, expenses, payments, charges, fees, executions, suits, sums of money, unreimbursed tariffs, repayments, penalties, reimbursements and judgments whatsoever, including without limitation court costs and attorneys' fees, whether known or unknown or suspected or unsuspected, for, upon or by reason of any manner, cause or thing whatsoever in any way or to any extent directly or indirectly arising from or out of, related to, as a consequence of, or connected with this Agreement and/or the services to be provided by the Village.
11. Severability. If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, the other provisions hereof shall not be affected thereby but shall remain in full force and effect.
12. Waiver. Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of such terms, covenants and conditions or of any similar right or power hereunder at any subsequent time.
13. Amendment. This Agreement may not be amended except by a writing executed by both Parties hereto.
14. Further Assurances. The undersigned Owner agrees to and shall execute and deliver such further instruments and perform such further acts as may be requested by the Village or which are otherwise required to carry out the intent and purposes of this Agreement.