

SNOW REMOVAL AGREEMENT

This Agreement made on the _____ day of _____, 20____ by and between _____, a parish of The Incorporated Synod of the Diocese of Huron in Ontario (Diocese of Huron), hereinafter called the “Parish” and _____ hereinafter called the “Contractor”.

The Parish and Contractor agree as follows:

Article 1 – THE WORK

The Contractor shall perform snow removal and other winter maintenance and the Parish will pay for such work as defined in Schedule A. Please attach a schedule entitled Schedule A that details the snow removal program including the fees. Both Parish and Contractor should initial the bottom of Schedule A. The following items should be considered in developing the schedule:

- List the parking lots, roadways, steps, sidewalks, etc. that are covered by the contract.
- What time does the work have to be done? For example, overnight snow exceeding 2 inches (5 centimeters) must be cleared by 7 a.m. OR snow more than 2 inches must be cleared within 2 hours after the snow stops falling. What about a snowstorm? Some wording should be agreed to.
- Salting can get very expensive, but it is necessary. The salting arrangement should be detailed in the schedule.

Article 2 – CONTACT

The Contractor shall provide a cell phone number or other means of 24-hour contact for use by the Parish.

Article 3 – INSURANCE

The Contractor will provide the Parish with a certificate of insurance at the start of the contract. The certificate of insurance will include a limit of liability of not less than \$2,000,000 and The Incorporated Synod of the Diocese of Huron and parish will be included as an additional insured. In addition, the Contractor shall provide the Parish with a copy of the Contractor’s WSIB certificate if applicable.

Article 4 – INDEMNIFICATION

The Contractor and the Parish hereto agree that they shall each be responsible for their respective negligence and accordingly release each other from any and all liability for any loss, damage or injury to any person or property caused by their negligence or wrongdoing related to or arising as a result of the work performed by the Contractor or action of the Parish in or on the church property.

Article 5 – FAILURE TO PERFORM

In the event that the Contractor fails to perform the “Work” described in this contract, and having been notified by the Parish that the work has not been done, still fails to perform the work within a reasonable time, the Parish shall have the right to contract with another party to perform such work and deduct the cost from the contract price. Such action shall not release the Contractor from their responsibilities outlined in this contract.

Article 6 – THE DURATION OF THE CONTRACT

The contract is for the period of _____, 20____ until _____, 20_____.

Signed by:

Contractor

Date

Churchwarden on behalf of Parish

Please remember to attach Schedule A. Both Contractor and Parish should initial Schedule A. Keep an original signed contract in the parish office.