

TERRAIN



TERMS AND CONDITIONS

[TERRAINJH.COM](https://terrainjh.com) | 1175 S HIGHWAY 89 | JACKSON, WY 83001 | 307. 218. 6153

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
 - Snow Removal
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client.

PERFORMANCE

3. Snow removal operations start at 4:30 am. In the event of snowfall throughout the day, we reserve the right to start the next day unless directed otherwise by the client's special request.
4. The Contractor will begin service at 3 inches of snow accumulation unless otherwise directed.
5. A visit or event is defined as snow removal from roads, driveways, etc. once per a 6-hour period, there may be two visits per event: 1) to open up roads, 2) to clean up driveways.
6. Driveways will be staked as often as required to maintain safe conditions.
7. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

PAYMENT TERMS AND CONDITIONS

8. Services will be provided at the agreed-upon time and materials rates.
9. The contractor will charge the Client the agreed-upon rate presented in the initial quote.
10. Invoices will be prepared and sent on or about the fifth day of each month encompassing the work that was completed during the previous month due upon receipt.
11. Client shall submit credit card information at the time of proposal acceptance.
12. Interest payable on any overdue amounts under this Agreement is charged at a rate of 15.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

AUTONOMY

13. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision-making in relation to the provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

14. Equipment used for snow removal will be determined at the contractor's discretion based on property requirements or by the owner's special request.

NOTICE

15. All notices, requests, demands, or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses: TERRAIN P.O. Box 13881 Jackson, WY 83002 and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

INDEMNIFICATION

16. Client shall indemnify and hold Contractor, its affiliates, and their representatives and agents harmless from, any actual or direct losses, liabilities, judgments, arbitration awards, settlements, damages, and costs (collectively, "Losses"), resulting from or arising out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

MODIFICATION OF AGREEMENT

17. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

ENTIRE AGREEMENT

18. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

ENUREMENT

19. This Agreement will ensure the benefit of and be binding on the Parties and their respective heirs, executors, administrators, and permitted successors and assigns.

GOVERNING LAW

20. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming.

SEVERABILITY

21. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

WAIVER

22. The waiver by either Party of a breach, default, delay, or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

TIME & MATERIALS RATES

Shovel Laborer - \$73/HR

Wheel Loader (L70/544 Size) - \$125/HR

Pickup Truck with tag-a-long trailer (transport of light equipment) – \$125/HR Pickup Plow
Truck - \$125/HR

Skid Steer Blower - \$116/HR

Walk Behind Snow Blower - \$80/HR

Snow Removal Dump Fee, per load \$85/load

Front Loader - \$250/HR

Overtime & Holiday Rate (Christmas and New Years) – additional \$25/HR.