

Snow Removal Agreement Indian Camp Ranch HOA

This Agreement is entered into by the undersigned Owner(s) of Lot ____, which has a common address of: _____ ("Lot"), and the Indian Camp Ranch Homeowners Association ("ICRHOA" or "Association"), with the address of: 22999 Road K, Cortez, CO 81321 (collectively the "Parties"). The Association shall provide snow removal from the driveway of the Owner's Lot as outlined below:

1. The term "snow removal" means: Plowing, shoveling, or other removal of snow from a surface.
2. The Association shall provide snow removal services to the driveway of the Lot, subject to the terms and provisions below, beginning: December 1, 2023, and ending June 1, 2024. whenever the Association is snow plowing the ICRHOA roadways. Plowing Indian Camp Ranch roadways will have priority over driveways.
3. The scope, timing, and level of snow removal, including the determination of the minimum level of snow accumulation necessary to commence snow removal, shall be determined by the Association's Ranch Foreman; provided, however, that the snow removal will clear the driveway area of snow wide enough for vehicle access from the residence to the ICRHOA road system.
4. The fee for snow removal is set at **\$40 per plow** during the duration of this Agreement, **with a prepayment deposit of five plowings in the amount of \$200 to be paid on or before December 1, 2023 to the ICRHOA. In the event that the snow cannot be cleared in a single pass, then the driveway plow will be billed at a rate of \$100 per hour.**
5. This Agreement will renew automatically at the expiration of any term, for one year periods; provided, however, that either party may terminate the Agreement at any time, with ten (10) days' notice to the other party.
6. The Owner understands that if the deposit amount set forth in Paragraph 4 is depleted during any specific term, the Association will send a bill to the Owner for any residual cost, which the Owner agrees to pay promptly. If a surplus remains in the Owner's account after the expiration of any specific term, the Owner agrees that such surplus will be carried forward to the next term unless the Owner terminates the Agreement and/or requests a refund in writing within ten (10) days of the expiration of the term for which the refund is requested.
7. The Owner is responsible for clearly defining any obstacles to plowing to the Ranch Foreman and/or the snowplow operator and will be responsible for notification to the Ranch Foreman of any special circumstances preventing plowing and/or the wish to forego plowing at any particular time.
8. The Owner agrees that if the Owner contracts with a third party to provide snow removal from his or her driveway or any other portion of the Lot,

such snow removal shall be performed at the sole expense of the Owner. The Owner agrees that he/she shall not be entitled to reimbursement from the Association, and the Association shall not accept a bill from the Owner for such privately arranged plowing.

9. Any and all plowing decisions are delegated to the Ranch Foreman and/or snowplow operator pursuant to the choice indicated in the "Approval of Lot Owner" section below. **The Owner may specify to the Ranch Foreman and/or snowplow operator that plowing be done only when the driveway becomes impassable at the hourly rate of \$100.**
10. The Owner agrees to save, hold harmless, indemnify and defend the Association, the Ranch Foreman, and the snow plow operator from, against, and with respect to, any and all liability, loss, damage, suits, claims, demands, and expenses, of any kind or nature, including reasonable attorney's fees and costs, arising from or related to the acts or omissions of the Owner with respect to snow removal from the Owner's Lot.

Signed and dated this ____ day of _____, 20__ by the Parties:

Owner(s):

Signature

Signature

Approval of Lot Owner: (choose one)

____ **Ranch Foreman and/or snowplow operator has/have authority to plow my driveway as deemed necessary**

____ **Plowing only to be done when the driveway becomes impassable**

Ranch Foreman Contact Information: Al Heaton - 970-749-2532

PLEASE KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS