

**2 YEAR – 1 INCH SNOW REMOVAL AGREEMENT / PER OCCURRENCE**

November 15, 2017 – March 31, 2019

PROPOSAL SUBMITTED TO <b>Jay Scholten / Wheaton Property Partners, LLC</b>		EMAIL <b>nsands@wavelandprop.com</b> <b>jscholten@wavelandprop.com</b>	DATE <b>July 23, 2017</b>
STREET <b>117 W Willow Ave</b>		PROPERTY NAME <b>Wheaton Property Partners</b>	
CITY, STATE AND ZIP <b>Wheaton IL 60188</b>		PROPERTY LOCATION <b>120 E. Liberty Wheaton IL 60187</b>	
PHONE <b>630-472-9800</b>	FAX <b>630-472-9801</b>	CONTACT <b>Nathan Sands / (630) 230-1221</b>	

CONTRACTOR <b>Pro Sno Services, LLC</b>	WEBSITE <b>www.ProSno.com</b>	CONTACT <b>Scott Duncan</b>	EMAIL <b>scott@prosno.com</b>
ADDRESS <b>P. O. Box 420 Wheaton, IL 60187</b>		PHONE <b>(630) 510-1010</b>	FAX <b>(630) 510-2487</b>

**Pro Sno Services, LLC** agrees to provide snow removal and surface treatment service for the above described property during each Snow Season. The Snow Season shall be defined as beginning on **November 15** of each agreement year and ending on **March 31** of each agreement year. The service will be provided under the terms and in accordance with the specifications provided herein.

**SCOPE OF WORK:**

**A. Services performed:**

1. Snow Services- Snow shoveling of sidewalk areas included within the property.
2. De-icing- Calcium Blend spreading of sidewalk areas included within the property. De-icing will be performed as an **Extra Service** and will be invoiced as stated herein.

**B. Service to Commence:**

1. Snow Services- Service will commence within three hours during the daylight hours or prior to 7:00 A.M. during night time hours on any snowfall when approximately one (1) inch accumulation of snow occurs on the property.
2. De-icing- Service will commence only upon request.

**C. Extra Services performed:**

Extra Services: Charges shall be invoiced separately from the agreement price per snowfall and shall contain description to indicate the type and cost of service. Invoices shall also contain materials used and/or other related services which were performed.

**D. Insurance:** Contractor shall have in effect a Workman's Compensation Insurance and a Liability Insurance policy insuring the Contractor against injuries to person or property with at least minimum coverage in conformance industry standards. Pro Sno Services, LLC shall add Wheaton Property Partners, LLC and Waveland Property Group, Inc. (property Manager) as an "additionally insured" with its insurance company.

**PAYMENT: Terms-Net 10 Days**

**A. Regular Snow Shoveling Services – Per Occurrence**

<u>\$ 380.00</u>	1"-2" / Per Each Occurrence
<u>\$ 490.00</u>	2"-4" / Per Each Occurrence
<u>\$ 1-2 inch price plus Extra Services</u>	Over 4" and Blizzard Conditions

**B. Extra Services – Payment for Extra Services Performed**

Calcium Blend Spreading Walks	\$ 280.00 per occurrence
Sidewalk Shoveling	\$ 50.00 per man hour
Snow Blower	\$ 55.00 per hour (includes labor)
Foreman	\$ 65.00 per hour
Pick-Up W/Plow	\$ 100.00 per hour
Dump Truck W/Plow	\$ 115.00 per hour
Skid Steer Loader	\$ 150.00 per hour
2 Yard Loader	\$ 190.00 per hour
5 Yard Dump-Truck	\$ 110.00 per hour
12 Yard Dump-Truck	\$ 150.00 per hour
Semi Dump-Truck	\$ 180.00 per hour

**TERMS AND CONDITIONS**

1. This written agreement contains all conditions and describes all work to be done. This agreement supersedes all previous agreements and any verbal commitments made prior to the date of this agreement.
2. "Per Plow" rate is for snow accumulations as stated. Accumulations greater than as stated may result in additional charges to compensate for additional time required to clear snow from lot. Customer understands that plowers may have to plow lot to clear heavy snow and then plow lot again to clear remaining snow. Slush, freezing rain or ice accumulation may require additional work to remove the accumulation from the lot. Customer understands that all additional work will result in additional charges for that particular work performed. Customer agrees to pay such additional charges. The agreement price is based upon current material and fuel prices as of the execution of this Proposal. Any price increase in material and or fuel that occur(s) in excess of five per cent during the period of time between agreement execution and substantial completion shall be paid by Customer.
3. All plowings shall be considered "full plows" unless otherwise agreed upon by the parties hereto, prior to plowing being done. Partial plows may be charged at a prorated lower amount than that quoted – depending upon amount of work required. Quoted rate is for snow plowing of parking area (or driveways) only. Unless specifically stated, quoted rate does not include salt spreading services, front-end loader services (loading), hauling, stacking or moving snow on-site or off-site, however these services are available at an additional charge. Unless specifically stated, sidewalk snow removal is not part of quoted rate.
4. Quoted rate is for plowing that is done as part of the regular service when all other accounts are being checked or plowed. Special request plowing (for example – a phone request to plow a driveway or lot at mid-afternoon) – is subject to a minimum charge. This is due to the fact that our drivers get paid at one-hour minimum when called out for "special plowings."
5. The Customer is presumed to know his/her own property boundaries. The Customer will clearly stake the areas to be plowed. The Customer will clearly stake fire hydrants, mail boxes or other areas where snow shall not be piled. In the event the areas staked are erroneous, the Customer agrees to defend and hold harmless Pro Sno Services, LLC for any and all trespasses or damage that may result from the owner's failure to properly stake his/her property.
6. Pro Sno Services, LLC will exercise its best judgment based upon weather forecasts and existing conditions at the time. Customer is aware that weather conditions in the Chicago area may change rapidly and without notice. Changes in weather conditions are considered to be an "Act of God" and Pro Sno Services, LLC assumes no liability for Acts of God. Reports of damages must be reported to the contractor in writing within forty-eight (48) hours. Failure to report damages constitutes a waiver and the contractor is released from liability.
7. Customer agrees to allow Pro Sno Services, LLC. to decide if snowplowing is warranted based upon snow accumulations at Customer's particular location. Customer understands that snow accumulations may vary throughout the local area, and that accumulations in one section of the area are not necessarily indicative of the accumulation at the Customer's particular location. Customer also understands that drifting snow may necessitate plowing of their particular location, regardless of the total snowfall at that location. In any event, Customer agrees to allow Pro Sno Services, LLC to decide if snowplowing is necessary.

8. Customer understands that plowing (or de-icing) of a particular location may not clear the area to "bare pavement" – and that slippery conditions may continue to prevail even after plowing (or application of de-icing material). The Customer also understands the inherent potential for danger on hard surfaces during winter months, and that no hard surface can be guaranteed to be free from being slippery, especially when any kind of precipitation and or wind has had contact with the hard surface. Customer understands that Pro Sno Services, LLC assumes no liability for this naturally occurring condition. Customer agrees to defend and hold harmless the contractor for any and all claims or suits that may arise as a result of this naturally occurring condition.

9. Pro Sno Services, LLC shall not be liable for delays or defaults due to Customer, Customer's agents, acts of God, acts of governmental authority, wars, fires, floods, accidents, strikes, labor disputes, shortages (including but not limited to raw material shortages and energy shortages), transportation delays or shortages, failure of machinery, inability to obtain materials or supplies, payment disputes, weather conditions, or other causes beyond Pro Sno Services, LLC's control.

10. The Customer hereby covenants and agrees that it understands that the nature of services to be performed by Pro Sno Services, LLC inherently involves the potential for damage to certain Customer property and landscaping. Pursuant thereto, the Customer hereby specifically acknowledges and agrees that Pro Sno Services, LLC shall only be liable for damage to Customer property occasioned by Pro Sno Services, LLC's work pursuant to this Snow Removal Agreement if said damage is the result of willful and wanton negligence by the Pro Sno Services, LLC

11. Customer understands that extreme weather conditions may become unsafe. Pro Sno Services, LLC reserves the right to remove our drivers from the road during extreme weather conditions for their safety. If sidewalk snow removal is selected as an option: Customer understands that sidewalk crews may not work safely if temperature and wind conditions combine to make wind chill factors below 0 degrees Fahrenheit. Customer hereby covenants and agrees that Pro Sno Services, LLC reserves the right to stop working in these severe conditions (without penalty) so as not to force unsafe conditions upon our employees or associates.

12. The Customer will hold harmless and indemnify Pro Sno Services, LLC for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from actual, apparent or potential damage or injury in any and all cases in which the Pro Sno Services, LLC is restricted by Customer from determining necessary services at its discretion, or arising as the result of incidents occurring on areas of the property not serviced by Pro Sno Services, LLC

13. This Snow Removal Agreement is cancelable upon 30 days written notification by either party. Monies invoiced or due for services rendered are due and payable upon such cancellation.

14. Any account with a past due balance may not be plowed until the account is brought current. Past due accounts (those over 30 days) will be subject to a 1.5 % per month service charge (or financing charge) which is equal to 18% per annum, that shall be applied to all amounts outstanding for 31 days or more. In the event that the account becomes delinquent and Pro Sno Services, LLC initiates or otherwise becomes involved with collection activities, whether by court action or otherwise, the customer and all personal guarantors of the account (if any) will pay Pro Sno Services, LLC's reasonable attorney fees, costs, and expenses of such collection activities. Any litigation resulting from or pertaining to this agreement will be ADJUDICATED within DuPage County and under the laws of the state of Illinois. Further, to the extent that the customer or any undersigned is a corporation, limited liability company, or partnership, all references herein to the customer and to the undersigned shall be deemed to include any successor or successors, whether immediate or remote, to such corporation, limited liability Company, or partnership.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Pro Sno Services, LLC not responsible for "Acts of God", and assumes no liability for naturally occurring conditions.

Authorized

Signature



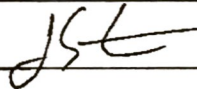
Scott Duncan, Manager

NOTE: This agreement may be withdrawn by us if not accepted within 15 days.

Acceptance of Agreement - I have read and accepted the terms and conditions of this agreement. The prices, specifications, terms and conditions herein are hereby accepted. Pro Sno Services, LLC is hereby authorized to do the work as specified in this agreement. Payment will be made in accordance with this agreement. I further state that I have authority on behalf of the company to enter into this agreement.

Signature

Signature



Date of Acceptance: 2-24-17

