



97 Eastgate Drive
Washington, IL 61571
Phone: 309-467-4847
Fax: 309-467-5347

SNOW REMOVAL SERVICE CONTRACT

This contract describes the terms and conditions of the agreements made between the parties known as:

Contractor: Blunier Builders, Inc. Attn: Mike Blunier 97 Eastgate Drive Washington, IL 61571 (309) 467-4847 mike@blunierbuilders.com	AND	Property Owner or Manager: Lake Santa Fe Attn: Dustin Kobylarz 1450 Lake Santa Fe Dr. Metamora, IL 61548 309-222-3007 (cell) dkobylarz@ilcivil.com	BB Property ID# _____
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Contract Duration:

Choose One:

<input checked="" type="checkbox"/>	1 Year
<small>(initial)</small>	
Contract begin date:	November 1, 2023
Contract end date:	May 1, 2024

<input type="checkbox"/>	2 Year*
<small>(initial)</small>	
Contract begin date:	November 1, 2023
Contract end date:	May 1, 2025

<input type="checkbox"/>	3 Year*
<small>(initial)</small>	
Contract begin date:	November 1, 2023
Contract end date:	May 1, 2026

*Selection of a multi-year (2 or 3 year) contract will qualify you for a 2% discount on rates.

SCHEDULE A – TERMS & CONDITIONS

- The property to be serviced is known as: Lake Santa Fe Dr. (road only)
- Snowplow service will commence upon accumulation of approximately 1 inch or more, as determined by the Contractor, occurring on any day including weekends and holidays.
- Snowplow service shall be performed in a manner that snow is piled only in the agreed upon areas unless otherwise reasonably notified.
- Excessive accumulation may result in the loss of parking spaces or reduced driving areas. Snow relocation upon the premises or snow removal from the premises will be performed at the direction of the Property Owner or its duly appointed agent. These services shall be performed at the additional costs described in Schedule B.
- Salt (or de-icing materials) spread on roads, parking lots and walkways will be performed under the following circumstances:
 - freezing rain and/or ice accumulation
 - as determined necessary by the Contractor using its professional discretion
 - at the direction of the Property Owner or its duly appointed agent
- Under this agreement the Contractor shall not be required to patrol or monitor the property on a regular basis. However, the Contractor shall have the option to inspect the property for drifting, icing, or other observed hazards. The Contractor shall have the right to service any observed conditions on the property as the Contractor deems best in its sole discretion with respect to the terms & conditions of this agreement.
- Any and all incidents resulting in actual, apparent or potential damage or injury must be reported to the Contractor as promptly as possible. The Property Owner will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. for its failure to do so.

Initial: DMK Date: 10/12/2023



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8. The Property Owner will hold harmless and indemnify the Contractor for any and all claims, actions, liabilities, obligations, costs, expenses, fees, etc. arising from the following incidents resulting in actual, apparent or potential damage or injury:
 - in any and all cases in which the Contractor is restricted by the Property Owner from determining necessary services at its discretion
 - in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring on areas of the property not serviced by the Contractor
 - in any and all cases in which the damages or injuries to persons or property or claims, actions, obligations, liabilities, costs, expenses and fees arise as the result of incidents occurring during times in which the Contractor is restricted from accessing the property to perform its duties
9. This contract may be cancelled with 30 days written notice by either party upon which all terms and conditions shall terminate except those:
 - respect of the agreements pertaining and all cases involving actual, apparent or alleged damage or injury to persons or property occurring, however not necessarily reported, during the period of these agreements
 - respect of any monies outstanding for the services performed during the period of this contract
10. All aspects of these specifications may be amended upon mutual agreement. Any such changes shall be in writing only and thereafter form a part of the contract.
11. Cancellation Fees: Property Owner acknowledges that Contractor has invested time and resources in lining up de-icing material, tools, and equipment. In the event Property Owner cancels this contract between the months of September and April of the contract year, Property Owner agrees to pay a cancellation fee of \$350 to Contractor. In the event Property Owner has agreed to a multi-year contract, and, Property Owner elects to cancel this agreement prior to the completion term of the multi-year contract, Property Owner hereby agrees to repay to Contractor the total sum of multi-year discounts received, in addition to the above cancellation fee.
12. Contractor will exercise its best judgment based upon weather forecasts and existing conditions at the time. Property Owner is aware that weather conditions in the area may change rapidly and without notice. Changes in weather conditions are considered to be "Acts of God" and Contractor assumes no liability for Acts of God.
13. Contractor reserves the right to delay services (without penalty) and the Customer understands Contractor cannot be held responsible for delays or damages as a result of, natural or man made disasters, severe or unworkable weather conditions, health risks, "Acts of God", or any other influences beyond our immediate control. Service may not be provided during driving bans.
14. Property Owner agrees to make every reasonable effort to keep serviced area(s) clear and free of vehicles and all other obstructions and hazards. Areas obstructed at time of service will not be serviced.
15. Property Owner understands that plowing (or salting) 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 salt). Property Owner understands that Contractor assumes no liability for this naturally occurring condition. Property Owner agrees to indemnify and hold harmless Contractor, including the reimbursement of reasonable attorney fees and costs of defense, of any third party, relation, employee or customer for any personal injury, bodily damage, destruction or damage of tangible personal property occurring on Owner's property.
16. Contractor will not be held responsible for damage caused to or caused by property that is not visible to the operator prior to or during time of service.
17. The Contractor will carry (and provide evidence upon request) a minimum of \$1,000,000 in general and automotive liability insurance applicable to the operations as specified during the period of this agreement.
18. Services shall be billed monthly. Payment is due 30 days following billing. Overdue accounts are subjected to an interest charge of 1.5% per month. The Property Owner is liable for all expenses related to the collection of past due accounts: including but not exclusive of, bank charges, attorney fees, and court costs. Contractor may suspend service if customer account is past due. There will be a \$30.00 fee for returned checks.

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SCHEDULE B – PRICING

Property Owner/Manager: **Lake Santa Fe**

BB Property ID # _____

For property known as: **Lake Santa Fe Dr. (road only)**

These prices are valid for services rendered 11/01/23 to see page 1

1. Pricing is agreed upon the following schedule.

Winter Maintenance Service - Seasonal Bid

Annual Contract Amount: **\$ 3,200.00**
(To be invoiced in 5 equal payments of \$640 each.)

*The above price is valid for a seasonal snowfall accumulation total that is not less than 12 inches and not more than 34 inches.

Includes up to 10 salting applications in the season. Cost per salting over 10: **\$ 180.00** per application
Credit per inch below 12 inches of total seasonal snowfall accumulation: **\$ 110.00** per inch
Fee per inch above 34 inches of total seasonal snowfall accumulation: **\$ 110.00** per inch

- a. Monthly payments are due on the 1st of each month, beginning November 1st and ending on March 1st of the contract year. Invoices will be sent 30 days prior to due date of each payment. Late payments are subject to a 1.5% finance charge per month.
- b. This contract does not include the hauling, relocating or removal of snow on or from property. These services are additions to the contract and shall be paid in addition to original contract amount at rates given below.
- c. WeatherWorks certified snowfall totals will be used to determine snowfall accumulation total for the contract season.

Hourly Rates for Additional Services (If Needed)

Parking Lot:

Pickup with Plow	\$ 120.00
2-Ton Truck with Plow	\$ 130.00
Truck for Hauling Snow	\$ 130.00
Skid Steer with Standard Bucket	\$ 125.00
Wheel Loader w/ Standard Bucket	\$ 190.00
Wheel Loader w/ 12' Snow Box	\$ 250.00

Additional Notes:

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Lake Santa Fe
Blunier Builders Property ID # _____

Lake Santa Fe Dr. (road only)

Accounts Payable Contact Information

A/P Contact Name	Renee Gorrell (treasurer)
Email Address	rgorrell@csesoftware.com
Phone Number	309-360-0068
Fax Number	
P.O. Box or Street Address	1450 Lake Santa Fe Dr
City, State, Zip	METAMORA, IL 61548

How would you like to receive your invoices?

- Email (preferred) or
- Standard Mail

Additional Notes

LSF Grounds Rep. contacts: Dustin Kobylarz VP(cell) 309-222-3007 dkobylarz@ilcivil.com

*Please Cc on all invoices Kyle Eaton VP (cell) 309-208-2397 kyle@pjhoerr.com

*if possible please send a hard copy to the treasurer and email the 2 grounds reps.

Signature & Acceptance of Contract Proposal

The undersigned hereby authorizes Blunier Builders, Inc. to furnish all materials, labor, and equipment required to complete the work mentioned in the above proposal, and agrees to pay the amount mentioned in said proposal, and according to the terms and conditions thereof.

Agreement made on this 12 day of October, 2023.

Dustin M Kobylarz
 Lake Santa Fe
 Property Owner or Manager Rep.

Michael Blunier
 Blunier Builders, Inc.
 Michael Blunier, Contractor Rep.