



INDIVIDUAL HOMEOWNER SNOW REMOVAL PROGRAM

WHEREAS, the Crescent at Cherry Lane Homeowners Association, Inc. (the "Association"), desires to provide discounted snow removal services to its members who desire such services; and

WHEREAS, McDonogh Farms, Inc. (the "Contractor") desires to provide snow removal services to homeowners in the Crescent at Cherry Lane; and

WHEREAS, the Contractor agrees that the Association shall have no liability under this Agreement and that each homeowner shall have the right to accept or decline participation in the Individual Homeowner Snow Removal Program (the "Program").

This Agreement is entered into as of the latest date set forth below by and between the Contractor and the Homeowner (as set forth below).

1. Term. The Agreement shall be in force until March 31, 2013.
2. Services. The Contractor hereby agrees to provide snow removal services from the Homeowner's property (as set forth below) including, exclusively, all sidewalks and driveways on the Homeowner's property (the "Services").

The Contractor will perform the Services as many times as the Management Company (as defined under the Association's snow removal contract with the Contractor) feels is necessary to eliminate hazardous conditions for pedestrians. All snowfall accumulations shall be removed within 24 hours of the cessation of snowfall.

For accumulations exceeding two inches (2"), the Services shall be performed by hand shoveling or snow blower as determined by the Contractor. For ice conditions caused by freezing rain or melting snow, the Services shall be performed using ice melt if the Homeowner's property has ice accumulations and the common areas of the Association are treated for such conditions.

The Contractor will have a competent foreman in charge of a uniformed crew at all times.

3. Payment and Billing. The Contractor will invoice the Homeowner and the Homeowner hereby agrees to pay for the Services at the following rates:

Snowfall Accumulation	Fee
Ice conditions	\$5.00
2.0" - 8.0"	\$15.00
8.1" - 16.0"	\$30.00
16.1" or more	\$45.00

The Contractor shall invoice the Homeowner within 15 business days of the end of each snowfall event for the services performed. Each invoice shall set forth the amount due and the snowfall accumulation for the event. The Homeowner agrees to pay each invoice within 30 days of the invoice date. A late payment fee of \$2.00 shall apply for each 30-day period beyond the due date.

4. Snowfall Measurements. Snowfall accumulations shall be determined for each period of snowfall with each period ending after a period of 24 hours without additional measurable accumulation. Snowfall accumulations will be determined using a snowfall measurement reporting service agreed to by the Association and the Contractor.
5. Indemnification. The Contractor shall indemnify, defend and hold harmless the Homeowner, the Management Company, and the Association from and against all loss, cost, damage and expense arising as a result of negligent or intentional acts of all persons or equipment performing services under this contract while they are at or about the property.
6. Cancellation and Amendment of this Agreement. This Agreement may, be cancelled, by either party subject to thirty (30) day's prior written notice. The cancellation of this Agreement shall have no effect on any agreement with other Association members or the Snow Removal Contract by and between the Association and the Contractor. Any amendment to this Agreement shall be in a writing signed by both the Homeowner and the Contractor. No amendment may modify Section 7 of this Agreement.
7. Association Liability. The Contractor and the Homeowner both individually agree that the Association shall have no liability for the Services performed by the Contractor and received by the Homeowner as part of the Program.

Homeowner (Print Name)

Property Address

Homeowner's Signature

Date

For McDonogh Farms, Inc.

Date