

**CONTRACT FOR REMOVAL OF SNOW FROM PRIVATELY OWNED
STREETS ON PRIVATE PROPERTY**

The parties hereto agree as follows:

1. The **City of West Wendover** (“City”) shall provide snow removal services to **[Click here and type name]** at the locations identified hereafter on the following basis:

Indicate either Weekly, Semi-weekly or Monthly: **[Click here and Type Choice]**

2. The snow removal services to be provided shall be done in the same manner as the city performs upon public streets.

3. The parties understand that the City is providing these services solely at the request of the property owner or representative and the City is charging primarily only those amounts necessary to cover the City’s costs and expenses. The City is providing these services to benefit the citizens of the City for the purpose of improving safety and vehicular movement within the city and for the economic benefit resulting from making a better impression on visitors. As a result thereof, property owner/representative agrees to hold harmless and indemnify the City and its agents for any type of liability, including but not limited to property damage or personal injury, based directly or indirectly on any acts or omissions in performing this Agreement.

4. The City makes no warranties or representations concerning the effect of the snow removal services and it shall not be a defense to any charges by the city that the snow removal did not have any particular effect upon the private property.

5. The person signing this Agreement on behalf of the private property has authority from or is the legal owner of the private property.

6. The private property subject to this Agreement is identified as follows:

List Property

Description and/or

Street Names

[Click here and type description and/or name]

[Click here and type description and/or name]

[Click here and type description and/or name]

[Click here and type description and/or name]

7. For providing snow removal services, the City shall charge **\$65 per hour** for each hour, or pro-rated portion thereof, such services are performed.

8. Payment for such services are due within ten (10) days from mailing of the billing from the City. Penalties will be assessed on all overdue accounts at a rate of ten percent (10%) of the total balance for the first month, and 1.5% per month thereafter. Each returned check will result in an additional \$15.00 fee.

9. The owner of such private property requesting snow removal services, acknowledges and agrees that such snow removal is provided for on an availability basis only; public owned streets and facilities being a priority for snow removal above that of private streets/facilities.

10. This Agreement may be terminated by either party for any reason upon ten (10) days written notice. Further, the City may decline to provide any services under this Agreement if any amounts required to be paid by this Agreement are delinquent. Or, if the conditions of such facility requested to be serviced, call into question the safety of City personnel and/or equipment.

DATED this ____ day of _____, 20__.

**PROPERTY OWNER or
REPRESENTATIVE**

By _____

[Click here and type name]

[Click here and type address, street and mailing]

[Click here and type City, State & ZIP Code]

Telephone: ([XXX]) [XXX] - [XXXX]

ATTEST:

THE CITY OF WEST WENDOVER

ANNA BARTLOME, City Clerk

By _____
DONALD H. ANDERSEN, Mayor