

**ISLAND PARK VILLAGE RESORT**  
**SNOW REMOVAL AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023-24, by and between \_\_\_\_\_ (Homeowner) \_\_\_\_\_ and the Island Park Village Association (IPV) located at 4153 N. Big Springs Loop Road, Island Park, ID 83429.

**RECITALS:**

1. Island Park Village Association (IPV) maintains snow removal services within the community of Island Park Village Resort utilizing equipment owned by the association, and
2. IPV is willing to provide snow removal services for the residences within the associations boundaries, and
3. Homeowner desires to hire Association to complete the removal of snow from the residence known as \_\_\_\_\_

**TERMS AND CONDITIONS:**

Now, Therefore, the Association and Homeowner agree as follows:

1. Service fees and schedule as agreed shall be attached as Exhibit "A" hereto.
2. Homeowner agrees to assume all responsibility to properly and completely mark the area to have snow removal performed before snow falls. Resort management shall conduct an inspection and approve the marked area for snow removal. Homeowner shall be responsible for the winter maintenance of the markers. If snow damages the markers or buries markers snow removal will be halted. No snow removal will occur outside of approved snow removal zones. Homeowner will warranty that no impediments of any sort exist to impact the snow removing equipment and/or personnel.
3. Homeowner agrees to assume all responsibility caused by homeowners negligence. In the event damage occurs to either the snow removal equipment or the property, The Resort manager and committee shall conduct an investigation into the accident and issue a preliminary determination of who's at fault. IPV will make homeowner whole for any damage to Homeowners property thru IPV negligence ( by employees, management or equipment ).
4. Homeowner agrees and license is hereby granted for ingress and egress over and upon the private property for the purpose of removing snow and such ingress and egress shall not be considered trespass.

5. Homeowner agrees to permit IPV access to property for the purpose of removing snow per snow removal agreement.
6. IPV agrees to provide snow removal service each time the snow fall requires clearance or upon a pre-agreed schedule of removal attached as exhibit "A" by and between IPV and Homeowner.
7. IPV agrees to provide best efforts to accomplish snow removal services in a timely manner but does not guaranty nor promise a specific removal time nor any time period generally following snow fall.
8. Homeowner agrees to have all vehicles and other materials or equipment of any type removed from the premises prior to having snow removal. Failure to move such items may result in IPV bypassing its property.
9. To the fullest extent permitted by law, Homeowner agrees to defend, indemnify, and hold the Association (IPV), the Association's (IPV) Property Manager, and the employees, agents, officers, and servants of the Association (IPV) and of the Association's (IPV) Property Manager (collectively, the "Community") harmless from any claims, damages (including property damage and loss of use of such property), losses, fines, or penalties (including related costs, expenses, and reasonable attorney's fees) that may arise in whole or in part from Associations work on behalf of the homeowner. This includes claims, demands, damages, losses, fines, or penalties for injuries to persons or damage to property resulting from Associations acts or omissions or the acts or omissions of those persons furnished by Association.
10. \_\_\_\_\_ By initialing here I am waiving my right to properly and completely mark the area to have snow removal performed before snow falls, and therefore assume sole responsibility for any damages incurred to association equipment.

Verbal description of the area for removal is as follows:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This Agreement is entered into as of the date first noted above.

Homeowner

Island Park Village Association

\_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: IPVA Staff