

ISLAND PARK VILLAGE RESORT
SNOW REMOVAL AGREEMENT

This Agreement is entered into this _____ day of _____, by and between _____ (Homeowner) and the Island Park Village Association (IPVA) located at 4170 Grandview Dr, Island Park, ID 83429.

RECITALS:

1. Island Park Village Association (IPVA) maintains snow removal services within the community of Island Park Village Resort utilizing equipment owned by the association, and
2. IPVA 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. Homeowner agrees to pay a minimum fee of \$32.50 or \$3.25 a minute weekdays **AND** \$52.50 or \$5.25 a minute weekends: for the Bobcat snow blower and Plow Truck: OR \$75.00 or \$7.50 a minute for the John Deere Blower: whichever is greater, per removal session upon receipt of invoice for services provided. Service fees and schedule as agreed shall be attached as Exhibit "A" hereto. Rates are subject to change year by year.
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 IPVA Board President and committee shall conduct an investigation into the accident and issue a preliminary determination of who's at

fault. IPVA will make homeowner whole for any damage to Homeowners property thru IPVA 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 IPVA access to property for the purpose of removing snow per snow removal agreement.
6. IPVA 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 IPVA and Homeowner.
7. IPVA agrees to provide best efforts to accomplish snow removal services in a timely manner but does not guaranty nor promise neither 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 IPVA bypassing its property.
9. To the fullest extent permitted by law, Homeowner agrees to defend, indemnify, and hold the Association (IPVA), the Association's (IPVA) Property Manager, and the employees, agents, officers, and servants of the Association (IPVA) and of the Association's (IPVA) 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: _____

IF NO SNOW POLES - #10 NEEDS TO BE INITIALED

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

Homeowner

Island Park Village Association

BY: _____

ITS: IPVA Superintendent