

SNOW REMOVAL CONTRACT

This Snow Removal Contract Agreement ("**Agreement**") is made as of December 13, 2011 (the "**Effective Date**") between Ballwin Irrigation Services, LLC, a company with an address at 517 Vernal Hill Ct , Ballwin, MO 63021 ("**Party-1**"), and ("**Party-2**").

This Agreement describes Party-1's sale of snow plowing and removal Services to Party-2.

Party-1 and Party-2 therefore agree as follows:

1. DEFINITIONS.

(a) "**Government Authority**" means any governmental authority or court, tribunal, agency, department, commission, arbitrator, board, bureau, or instrumentality of the United States of America or any other country or territory, or domestic or foreign state, prefecture, province, commonwealth, city, county, municipality, territory, protectorate or possession.

(b) "**Law**" means all laws, statutes, ordinances, codes, regulations and other pronouncements having the effect of law of any Government Authority.

(c) "**Location**" means the address(es) required to be plowed under this Agreement.

(d) "**Services**" means the services Party-1 provides to Party-2 as described in this Agreement.

2. SNOW PLOWING. Party-1 shall comply with the following requirements:

(a) **Locations.** The following Locations must be snow plowed:

(b) **Order.** There is only one Location to be plowed under this Agreement.

(c) **Areas.** The following Location areas shall be snow plowed: All paved areas. Entranceways and access areas.

(d) **Start Plowing Trigger.** Snow plowing must commence once the following number of inches of snow accumulates at the Locations: 2" of snow

(e) **Completion.** All snow plowing shall be completed as soon as reasonably possible.

(f) Plowing Days. Snow plowing shall be provided as required under this Agreement every day of the year, including holidays.

3. CONDITIONS ON SNOW PLOWING. Snow plowing shall commence only after the Government Authority clears the roadways. Snow removal does not mean "bare pavement" and icy/slippery conditions may still exist after plowing. Party-2 shall use snow stakes and clearly mark the perimeter of Locations to be cleared, including, without limitation, adjacent propane tanks, garbage enclosures, stairs, decks, accessory structures and landscaping features.

4. SUPPLIES. Party-2 shall provide the following to Party-1 for use in snow plowing:
salt

5. FEES, HOURLY RATE, AND SNOW REMOVAL/PUSHBACK.

(a) Fee. In consideration for Party-1 providing each of the following, Party-2 agrees to pay Party-1 as follows: \$50.00 per snow In consideration for Party-2 providing each of the following, Party-1 agrees to pay Party-2 as follows: \$50.00 per snow Except as expressly stated in this Agreement, there are no additional fees, charges or expenses incurred.

(b) Hourly Rate and Snow Removal/Pushback. Party-1's hourly rate for snow removal is: [0]. If the volume of snow is so great that it must be removed or pushed back so that it does not encroach upon Location areas required to be plowed, Party-1 shall inform Party-2 of this fact, and then Party-2 shall either: (i) tell Party-1 to remove the snow at the hourly rate, or (ii) for this instance only, release Party-1 from its responsibility to plow the Locations.

6. TERM AND TERMINATION.

(a) Term. The term of this Agreement (together with any renewals, the "*Term*") begins on the Effective Date and expires 1 year later. Immediately upon expiration this Agreement automatically renews on the same terms and conditions for additional successive periods of one (1) year on each anniversary of the Effective Date, unless either party gives the other party notice that the Agreement does not renew at least thirty (30) days before the end of the then applicable Term.

(b) Survival. The following captioned sections survive any termination, expiration or non-renewal of this Agreement: "Disclaimer", "Limitation of Liability", "Survival" and "General", as well as any other provisions expressly stating that they are perpetual or survive this Agreement.

(c) Termination for Insolvency. If either party is adjudged insolvent or bankrupt, or upon the institution of any proceedings by it seeking relief, reorganization or arrangement under any Laws relating to insolvency, or if an involuntary petition in bankruptcy is filed against a party and the petition is not discharged within sixty (60) days after filing, or upon any assignment for the benefit of a party's creditors, or upon the appointment of a receiver, liquidator or trustee of any of a party's assets, or upon the liquidation, dissolution or winding up of its business (each, an "**Event of Bankruptcy**"), then the party affected by any Event of Bankruptcy must immediately give notice of the Event of Bankruptcy to the other party, and the other party may terminate this Agreement by notice to the affected party.

(d) Termination for Breach. If either party breaches any provision contained in this Agreement, and the breach is not cured within thirty (30) days after the breaching party receives notice of the breach from the non-breaching party, the non-breaching party may then deliver a second notice to the breaching party immediately terminating this Agreement.

7. GENERAL. Entire Agreement and Amendments. This Agreement is the entire agreement between the parties and supersedes all earlier and simultaneous agreements regarding the subject matter, including, without limitation, any invoices, business forms, purchase orders, proposals or quotations. This Agreement may be amended only in a written document, signed by both parties. **Independent Contractors, Third Party Beneficiaries, and Subcontractors.** The parties acknowledge that they are independent contractors under this Agreement, and except if expressly stated otherwise, none of the parties, nor any of their employees or agents, has the power or authority to bind or obligate another party. Except if expressly stated, no third party is a beneficiary of this Agreement. The parties may not subcontract any of their obligations under this Agreement. **Governing Law and Forum.** All claims regarding this Agreement are governed by and construed in accordance with the Laws of [MO], applicable to contracts wholly made and performed in such jurisdiction, except for any choice or conflict of Law principles, and must be litigated in [MO], regardless of the inconvenience of the forum, except that a party may seek temporary injunctive relief in any venue of its choosing. The parties acknowledge and agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. **Assignment.** This Agreement binds and inures to the benefit of the parties' successors and assigns. This Agreement is not assignable, delegable, sublicenseable or otherwise transferable by any party in whole or in part without the prior written consent of the other party (or parties). Any transfer, assignment, delegation or sublicense by a party without such prior written consent is invalid. However, any party may assign this Agreement to a third party purchasing: (a) majority control of the party's equity shares; or (b) all or substantially all of either (i) a party's assets or (ii) the assets of the party's relevant business unit under this Agreement. **No Waivers, Cumulative Remedies.** A party's failure to insist upon strict performance of any provision of this Agreement is not a waiver of

any of its rights under this Agreement. Except if expressly stated otherwise, all remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive. **Severability.** If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect the original intent of the parties, the remaining portions remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions. **Notices.** All notices, including notices of address changes, under this Agreement must be sent by registered or certified mail or by overnight commercial delivery to the address set forth in this Agreement by each party. **Captions and Plural Terms.** All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

IN WITNESS WHEREOF, the parties execute this Agreement as of the Effective Date. Each person who signs this Agreement below represents that such person is fully authorized to sign this Agreement on behalf of the applicable party.

PARTY-1

By: _____
Print Name: _____
Title: _____

PARTY-2

By: _____
Print Name: _____
Title: _____