

SNOWPLOWING SERVICE CONTRACT

This SNOWPLOWING SERVICE CONTRACT (hereafter "Contract") is made between _____ - a landowner in the Town of Mentor ("Landowner"), and the Town of Mentor, Clark County, Wisconsin, a Wisconsin municipal corporation ("Town").

WHEREAS, Landowner owns certain property with an address of in Clark County, _____ Wisconsin (the "Property");

WHEREAS, the Town desires to provide snowplowing service for the 2019-2020 winter season (not to extend beyond May 1, 2020) on the Property and enter into a contract with the Landowner for the Snowplowing Service as authorized under Wis. Stat. 86.105;

NOW THEREFORE AND IN CONSIDERATION of the mutual promises, and covenants contained herein, the Parties agree as follows:

1. ACCESS. Landowner authorizes the Town, its staff and contractors, to access the Property to provide the Snowplowing Service, as hereafter defined. Landowner shall keep the driveway clear of debris or other obstructions that could interfere with the Town providing the snowplowing service.
2. SNOWPLOWING SERVICE. The Town, at its sole and absolute discretion, may plow the driveway on the Property at times and in a manner and method to be determined by the Town (the "Snowplowing Service," not to extend beyond May 1, 2020). Landowner understands plowing roads and other public property or providing other public services, take priority over the Snowplowing Service to be provided under this Contract and are dependent on available staff, resources, and equipment. Landowner shall not rely on the Town to provide the Snowplowing Service in an expedited manner or at a time desirable to the Landowner.
3. SNOWPLOWING SERVICE COST. Before the Town performs the Snowplowing Service on the Property, Landowner shall pay the Town \$ 175 for the Snowplowing Service for the 2019-2020 winter season (not to extend beyond May 1, 2020).
4. SATISFACTION AND RELEASE OF CLAIMS. Landowner hereafter irrevocably, fully, and forever releases, acquits, and discharges Town, its respective agents, employees, directors, officers, members, contractors, subcontractors, managers, insurers, attorneys, heirs, administrators, executors, successors and assigns, from any and all past, present or future claims, liabilities, fees, demands, actions and rights of action, of whatever kind or nature which now or hereafter may arise out of, or result in any manner from the interests, injuries, losses, and/or damages (known or unknown), sustained as a result of the

Snowplowing Service and acts or omissions related to the Snowplowing Service. Nothing herein is intended or shall be deemed to constitute a waiver of any claim, defense, right or remedy of the Town based on the failure or alleged failure of Landowner after the date of

this Contract to comply with the terms, conditions, or other requirements under this Contract, local, state, or federal laws, ordinances, and regulations.

5. COVENANT NOT TO SUE. Except as otherwise expressly provided herein, Landowner agrees he/she will not file, initiate, or pursue, in any judicial or other forum or proceedings, including, without limitation, any administrative or regulatory proceeding, or in any other manner any of the claims released by or arising under this Contract. Nothing herein is intended or shall be deemed to constitute a waiver of any claim, defense, right or remedy of the Town, based on the failure or alleged failure of the Landowner after the date of this Contract to comply with the terms and conditions of the Contract.

6. SCOPE OF AGREEMENT. Except as provided below, this Contract shall bind the undersigned and the heirs, executors, administrators, personal representatives, successors, assigns, and other persons in privity of and to the undersigned, to the fullest extent authorized by law and this Contract shall run With the Property. This Contract represents the complete and final agreement of the Parties concerning the matters addressed herein, and supersedes any prior agreements, promises, representations, or understandings concerning those matters whether written or oral.

7. INDEMNIFICATION. Landowner shall, now and forever, to the fullest extent permitted by law, release, protect, defend, indemnify, and hold harmless the Town and its officers, employees, agents, insurers, advisors and representatives of each of them (collectively, the "Town Parties") from and against any and all claims, loss, or damage to property or any injury to, or death of, any person occurring at or about, or resulting from, attributable to or arising out of this Contract, including, but not limited to, the Snowplowing Service.

8. MISCELLANEOUS TERMS. In making this Contract, it is understood and agreed that Parties are relying wholly upon their own judgment, belief, and knowledge as to the nature, extent, and duration of their damages and claims, and that they have not been influenced to any extent whatsoever with respect to execution of this Contract by any representations or statements regarding said damages or other related matters by attorneys, lay persons, parties to this action, insurance companies, investigators, or experts employed or retained by any party.

The Parties agree that no promise, inducement, or agreement not herein expressed has been made to the Parties, and that this Contract contains the entire agreement between the

Parties and supersedes any prior agreements, promises, representations, or understandings concerning those matters whether written or oral. This Contract may only be modified by written agreement between all Parties.

Each Party represents and warrants that it has carefully read the foregoing including without limitation the Contract, that it understands the contents in this Agreement, and on this date executed the same as its own free act, and further represents the execution of this Contract is made with and pursuant to all due authority to enter into this Contract.

If any dispute arises between the Parties regarding the terms of this Contract, such dispute shall be venued in the Circuit Court of Clark County, Wisconsin, and governed under the laws of the State of Wisconsin.

TOWN:

Town of Mentor, a Wisconsin municipal corporation

_____ Date: _____
By: Tim Gile
Its:

_____ Date: _____
By: Jack Ikhtiari Sr Its: Clerk

LANDOWNER:

_____ Date: _____
_____ Date: _____