



# ALL SEASONS LANDSCAPING

## DAMAGE RELEASE AND WAIVER

BE IT KNOWN, that \_\_\_\_\_, ID, (hereinafter referred to as "Releasor") agrees to the following conditions and terms:

1. All Seasons Landscaping, Inc. (hereinafter referred to as "Releasee") will provide ice and snow removal services to Releasor's roof in the sum of \$49.00 per man hour (for single story non-metal roofs), \$58.00 per man hour (for multiple-story or metal roofs), \$36.00 per man hour for on-the-ground snowblowers, and \$36.00 per man hour for ground snow removal from Releasor's property. If the use of heavy equipment is required applicable rates will apply on a per hour basis. *A fuel surcharge will apply based on current oil market fluctuations.*
2. All Seasons Landscaping, Inc. states clearly and unequivocally that the above services may or will cause damage to shingles on the roof of Releasor's property.
3. Releasor agrees to hold Releasee harmless from any and all manner of claims, actions, causes of action, suits, debts, covenants, contracts, and demands in regard to damage to the roof of said property.

It is declared that the terms of this agreement are fully understood, that the amount to be paid will be determined by the number of hours it takes to remove the ice and snow and that the Releasor freely enters into this agreement.

This release contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.

This Agreement will be construed in accordance with and governed by the laws of the State of Idaho.

In witness whereof, the Releasor has executed this release at Blaine County, Idaho on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_

\_\_\_\_\_  
All Seasons Landscaping Representative