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To Our Valued Clients:

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Best Practices for Snow Removal Contractors

Snow removal contractors should have written contracts in place with all customers, whether residential or commercial. These contracts should be drafted or reviewed by legal counsel and should address items such as the following:

- Scope of the work to be performed (e.g. “when X inches or more of snow has accumulated as measured by the contractor at the pavement, not to include drifts”)
- Define specific areas to be plowed, shoveled and blown (schematics recommended and include pictures)
- Identification of any existing property defects
- Definition for the timing of service (i.e. you should specify your availability)
- Inclusion of a property damage liability limitation or hold harmless (e.g. “damage to landscaping caused by piling of snow”)
- Requirement that property owner report any property damage to you within a specified time
- Identification of the specific term (e.g. from 10/1/15 to 3/1/16)
- Appropriate indemnification/hold harmless provisions from the property owner

Pertaining to contracts, we wish to highlight some contract language that we have observed that can shift a disproportionate amount of liability to the snow removal contractor. Examples of such language includes:

1. Snow and Ice removal operations to be triggered by conditions at a specific location. A contractor typically has limited ability to monitor conditions at individual locations.
2. A commitment to act as a “winter” property manager for specific locations. A contractor can realistically perform a service a limited number of intervals during a day. A contractor cannot be physically present at a location 24/7 or even from 9 to 5.
3. A commitment to remove snow and provide a de-icing service without location and time table specifics.

As with any contract, read them carefully and consult with your legal counsel before you sign.

Documentation Is Important

Snow Removal Logs. Maintaining a snow removal log to be completed by the person responsible for removing the snow/ice. The log should include items such as: driver name, time in, weather conditions, snow amount, lots plowed, amount of sand or salt used, time out. If you subcontract some of the snow removal work, any subcontractor should keep the same type of log, to be sent to you within a specified time after completion of work.

Sidewalk Logs. Maintaining sidewalk logs to be completed by the person responsible for removing/treating the snow/ice. This should include the same elements noted above.

Complaint Logs. Maintaining a complaint log to be completed in the event either property damage or bodily injury occurs.

If you would like sample copies of any of these logs, please let us know.

Pictures Tell A Thousand Words. It is a good practice for you, your employees or your subcontractors to take pictures of the property after the snow removal is complete. If the quality of your work ever comes into question, then you have clear documentation and pictures to reference and attest to the job completed.

When Subcontracting Work To A Subcontractor

You should have a contractual risk transfer program in place for any subcontractors you hire to perform any part of the snow removal for your customers. This program should include elements such as:

- Signed contracts for all subcontracted work which include all elements that are contained within your contract with the property owner.
 - An acceptable hold harmless / indemnification agreement in your favor.
 - Requirement to name you as an additional insured under general liability and commercial motor vehicle insurance policies for both ongoing operations and completed operations on a primary and non-contributory basis.
 - Specification subcontractor cannot further subcontract or assign the work to another without your prior written consent.

- Certificates or other proof of insurance should be obtained from subcontractors, before the job commences with stated minimum limits of liability. For example:
 - General Liability: \$1,000,000 Occurrence/\$2,000,000 Aggregate
 - Workers Compensation: \$500,000/\$500,000/\$500,000 Employer's Liability
 - Auto Liability: \$1,000,000 CSL
 - Umbrella Liability: \$1,000,000

- A diary system in place to track expiration dates for certificates of insurance.
- A subcontractor selection process.
- Requirement that the subcontractor maintain a snow removal log to be completed by the person responsible for removing the snow/ice. The log should include items such as: driver name, time in, weather conditions, snow amount, lots plowed, amount of sand or salt used, time out.
- Requirement that the subcontractor maintain sidewalk snow removal log to be completed by the person responsible for removing the snow/ice. This should include the same elements noted above.
- Requirement that the subcontractor maintain a complaint log to be completed in the event either property damage or bodily injury occurs.

Very truly yours,

DeSanctis Insurance Agency, Inc.

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utilize their own individual professional judgment in implementing sound risk management practices and procedures.