

**TOWN OF SIOUX CREEK  
2024-2025 SNOW PLOWING CONTRACT**

***THIS CONTRACT IS ONLY AVAILABLE TO THE RESIDENTS AND LANDOWNERS OF THE TOWN OF  
SIOUX CREEK***

This Snow Plowing Contract (the “Agreement”) is entered into between the Town of Sioux Creek, a Wisconsin (the “Town”) and the below listed resident of the Town (the “Resident”), collectively the “Parties,” for the purpose of the Town providing snow plowing services to the Resident.

**WHEREAS**, the Town wishes to provide snow plowing services to the Resident’s basic driveway with Town equipment during the 2024-2025 winter season and the Resident wishes to receive snow plowing services; and

**WHEREAS**, the Town wishes to prevent damage to the Town’s equipment and recoup all costs of providing the snow plowing services.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, the Parties hereby agree as follows:

- (1) Service and Payment. The Town will provide snow plowing services to the Resident’s driveway with Town equipment during the 2024-2025 winter season after snow events exceeding 3 inches in a 12-hour period (the “Services”). Notwithstanding anything herein to the contrary, the Town shall determine the time and manner of the Services performed. Wisconsin law requires the cost for the Services to account for the Town’s actual costs, including labor, equipment, and materials. Accordingly, the rate for the Services for the 2024-2025 season shall be \$325.00. The Resident shall pay the full amount by November 1, 2024 for Services. If paid after November 1, 2024, the rate is \$375.00. Payment must be made in full before any Services will be provided.
- (2) Contingencies. This Agreement is contingent on the Resident’s driveway being inspected by the Town to make sure it meets the minimum requirements listed below. This Agreement is further contingent on the Town and the Resident agreeing on the location and extent of the driveway to be plowed. Whether the driveway meets these requirements is within the sole and absolute discretion of the Town. The minimum requirements are as follows:
  - a. Brush and tree limbs must be trimmed back to provide at least 15 feet of clearance along the driveway and 15 feet of overhead clearance.
  - b. The driveway surface condition must be free of washouts, stumps and rocks with proper shouldering and have adequate room for the plow truck to turn around.
- (3) Liability. The Resident and their heirs, successors, and assigns, shall defend, indemnify, protect, and hold the Town and its officers, employees, agents, and representatives (collectively, the “Town Indemnified Parties”) from and against all losses, liabilities, claims, suits, demands, damages, judgments, fines, penalties and costs, including reasonably attorneys’ fees, caused by, resulting from, arising out of, or in any way related to the Agreement or the Town’s performance hereunder. The Resident’s obligation to indemnify, defend and hold harmless the Town Indemnified Parties shall survive the termination or expiration of this Agreement.
- (4) Miscellaneous Terms.
  - a. Receipt of the signed Agreement and the Deposit shall constitute a binding contract. The Parties hereby acknowledge and agree that THE PUBLIC ROADS WILL BE DONE FIRST, and that the Town will try to get the driveways plowed within three (3) days.
  - b. Nothing in this Agreement shall constitute a waiver of any form of governmental immunity under Wisconsin Chapter 893, or any other applicable law.

- c. The Town may elect to terminate this Agreement at any time if the contingencies listed in Section 2 are not fully complied with.

Wis. Stat. §86.105 requires this be done on a contractual basis. If you are willing to agree to these requirements and want this Service for the coming season sign below and mail the entire Agreement with your payment of check or money order to the below listed address.

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Town of Sioux Creek  
2077 31/2 Avenue  
Chetek, WI 54728  
(715) 837-1007

I, \_\_\_\_\_ (Print Name) a resident of the Town of Sioux Creek, hereby agree to the terms of the Agreement set forth above. My Deposit is enclosed to cover this service.

Signature: \_\_\_\_\_  
(date)

Address of Driveway to be Plowed: \_\_\_\_\_

Mailing Address (if different than above): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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- (3) Liability. The Resident and their heirs, successors, and assigns, shall defend, indemnify, protect, and hold the Town and its officers, employees, agents, and representatives (collectively, the “Town Indemnified Parties”) from and against all losses, liabilities, claims, suits, demands, damages, judgments, fines, penalties and costs, including reasonably attorneys’ fees, caused by, resulting from, arising out of, or in any way related to the Agreement or the Town’s performance hereunder. The Resident’s obligation to indemnify, defend and hold harmless the Town Indemnified Parties shall survive the termination or expiration of this Agreement.
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(date)

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Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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