**Thorntons Inc.**

**Snow Removal Agreement**

 This Snow Removal Agreement (“Agreement”) is entered into this 1st day of November, 2015, (“Effective Date”) by and between Thorntons Inc. (“Thorntons”), with offices located at 10101 Linn Station Road, Suite 200, Louisville, Kentucky 40223, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Vendor”), with offices located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (collectively, “Parties”).

 This purpose of this Agreement is to identify the terms upon which vendor will provide snow plowing and salting services to the identified Thorntons’ locations.

1. **The term of this Agreement:** This agreement shall start on the effective date and shall end on September 30, 2016.
2. **Work Completed Tickets:** After completion of plowing and/or salting of the lot, the vendor must get, before leaving the site, a work-completed receipt by a Thorntons’ employee working on that site.  The vendor must submit all work-completed receipts with any invoices.  Invoices received without work-completed receipts will not be considered for payment. If both plowing and salting is completed in the same visit, the vendor will need a ticket for both plowing and salting.
3. **Vendor’s Service:** Vendor shall provide the following services to the Thorntons’ sites listed in Exhibit A, at the prices as set in Exhibit A:
4. When the snow cover reaches two (2) inches at a particular site, Vendor shall plow that site curb to curb, meaning the entire parking lot, without getting advanced approval from Thorntons. Vendor shall not plow directly over tank fill covers. Vendor shall continue to plow at said site as the snow accumulates every two (2) inches thereafter. Vendor shall plow so that Thorntons’ customers will have easy access to fuel pump islands, air machines, parking spaces, and kerosene islands. Vendor shall plow the snow so that the snow does not block Thorntons’ dumpster or Thorntons’ fuel price sign. If a vendor piles snow in these areas, vendor must return to move piles free of charge. If vendor damages any of the Thorntons’ tank fill covers, the vendor shall have to pay for a replacement cover. At Thorntons’ discretion, Thorntons can send a bill to the vendor, to be paid within fourteen (14) days of receipt, or Thorntons can set off such amount of damage from its payment of vendor’s next invoice. Thorntons shall provide vendors with a schematic of each site’s lot showing the approximate location of tank fill covers and the areas that must be kept free and clear for customer use.

With each snow plow, vendor shall salt the lot, unless Thorntons informs the vendor not to salt.

1. For any heavy snow plow or removal, whereby the vendor will have to pick up snow with a front loader for removal of a non-used area of the site or at an off-site location, vendor must first get authorization and a purchase order number from one of the following representatives of Thorntons: Facility Service Manager, or Landscape Supervisor. The vendor must list the purchase order number on the invoice when submitting the invoice to Thorntons for payment. Invoices received without purchase order numbers will not be considered for payment.
2. If Thorntons request salting services to be provided at a time when the vendor is not plowing the site, Thorntons will provide a purchase order number. The vendor must list the purchase order number on the invoice when submitting the invoice to Thorntons for payment. Invoices received without the purchase order number and work completed ticket will not be considered for payment.
3. Vendor shall plow a particular site within four (4) hours of an accumulation of two (2) inches of snow. The vendor shall provide a salting service or a heavy snow plow or removal within four (4) hours of Thorntons authorizing salting or a heavy snow plow or removal. If the vendor cannot provide service within the required timeframe, vendor shall communicate to Thorntons as soon as possible when it can provide such service. Upon vendor communicating to Thorntons when it can provide such service or when Thorntons realizes that vendor has not provided said service within the required timeframe, whichever is first and at Thorntons’ discretion, Thorntons may engage other service provider to complete the service needed. If Thorntons does engage other service provider in such circumstances, the vendor agrees that it shall pay Thorntons for any charges of the other service provider that is in excess of what vendor would have charged for the same services under this agreement. At Thorntons’ discretion, Thorntons can send a bill to the vendor, to be paid within fourteen (14) days of receipt, or Thorntons can set off such amount of damage from its payment of vendor’s next invoice.
4. **Criteria:** Vendor shall have at least one (1) snow plow truck per every four (4) Thorntons’ sites it is servicing as listed in Exhibit A.
5. **Service Contacts:**
6. When requesting slow plow or salting services, Thorntons shall contact vendor through the following contact information, which will be available 24 hours a day and 7 days a week to receive telephone calls from Thorntons, as Thorntons may need service as quickly as possible:

Contact Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Should Vendor need to contact Thorntons to resolve a service issue, Vendor should contact Thorntons as follows:

Office Hours: 7:00 am – 4:00 pm EST, Monday through Friday

 Stephen Blanchette: (502) 5523-3312

After Hours: 4:00 pm – 7:00 am EST, Monday through Friday

 All day Saturday and Sunday

 Call Thorntons’ Service Center at 1-800-928-8022

 Press 2#2 and someone will assist you.

1. **Salting Product:**
2. Vendor shall use Sodium Chloride for above 15 degrees and Magnesium Chloride for below 15 degrees, for salting services. Should vendor run out of these products Vendor shall discuss with Thorntons suitable replacement products and shall get authorization from Thorntons for a suitable replacement product before any further salting services may be needed. Thorntons shall not unreasonably withhold authorization.
3. No later than the effective date of this Agreement, Vendor must provide Thorntons with a copy of the MSDS sheet on any and all salting products that the vendor shall use at Thorntons’ locations. Should vendor change salting product due to unavailability of original product, vendor shall provide Thorntons with an MSDS sheet on the replacement product before said replacement product is used at any Thorntons’ sites.
4. **Provide IRS Form W-9:** No later than the effective date of this agreement, vendor must provide Thorntons with a completed IRS Form W-9. Should any information for Vendor’s W-9 form change during the term of this agreement, vendor shall notify Thorntons in a timely manner by providing Thorntons with an updated, completed IRS Form W-9.
5. **Invoices:** Vendor shall send invoices to Thorntons within thirty (30) days of the service provided. Thorntons is not responsible for payment if invoices are submitted later than thirty (30) days after the services listed in the invoice. All invoices shall be mailed or emailed to the following:

Thorntons Inc.

Attn: Facility Service

10101 Linn Station Rd.

Suite 200

Louisville, KY 40223

fsinvoices@thorntonsinc.com

All invoices from vendor must have an invoice number printed, not hand-written, on the invoice. All invoices must from vendor must also list the Thorntons’ location and store number where the service was performed, the date the service was performed, and a description of the service performed.

Thorntons shall pay all invoices within fourteen (14) days of receipt, unless Thorntons disputes any charges on the invoice. All charges not in dispute shall be paid within the required timeframe. Thorntons shall notify vendor of any disputed charges within fourteen (14) days of receipt of the invoice. Thorntons will not pay any finance charges or late fees.

1. **Fuel Surcharges:** Thorntons shall not pay any fuel surcharges.
2. **Insurance:** No later than the effective date of this agreement, vendor must provide Thorntons with a certificate of liability insurance and an endorsement detailing coverage of commercial general liability in the amount of $1,000,000 per occurrence, automobile liability on any autos, hired autos, and non-owned autos with a combined single limit for each accident in the amount of $1,000,000, excess or umbrella liability in the amount of $1,000,000 for each occurrence and $1,000,000 aggregate, and workers compensation and employers’ liability coverage at the workers compensation statutory limits no less than $500,000. Vendor must name Thorntons and its subsidiaries as additional insureds, with insurance being primary and non-contributory. Vendor shall maintain in force said insurance with a financially responsible insurance company. Vendor shall provide Thorntons, and shall require that the issuing insurer provide Thorntons, with at least thirty (30) days written notice should any of the above described policies and insurance coverage be cancelled before the end of the term of this agreement.
3. **Indemnification:** Vendor shall indemnify, defend and hold Thorntons and each of its owners, officers, directors, and employees harmless from any loss, claim, damage, liability or expense, of any nature or kind (“claim”), directly or indirectly arising out of, or resulting from any negligence, recklessness, or intentional acts by vendor, vendor’s employees, or vendor’s subcontractors. Vendor agrees that Thorntons is not liable for any injuries to vendor, vendor’s employees, or vendor’s subcontractors while on Thorntons’ property in the course of vendor providing service pursuant to this agreement. Should any of vendor’s employees or subcontractors seek damages from Thorntons in such an event, vendor agrees to indemnify Thorntons for any such loss, claim, damage, liability or expense, of any nature or kind (“claim”). Thorntons shall provide vendor with notice of any claim for which Thorntons seeks indemnification within a reasonable time upon Thorntons’ notice that said claim involves vendor. Thorntons can set off any invoice payments until such time as vendor fully indemnifies Thorntons for any such claims.
4. **Damage to Thorntons’ Property:** Vendor shall pay Thorntons for any damage vendor causes to Thorntons’ property. At Thorntons’ discretion, Thorntons can send a bill to vendor, to be paid within fourteen (14) days of receipt, or Thorntons can set off such amount of damage from its payment of vendor’s next invoice.
5. **Notice:**Any other notice which must be given under this agreement, including change of notice contact information, shall be in writing and shall be deemed to have been received when personally delivered, sent by email, or sent by registered mail, return receipt requested, to the addresses set forth below :

Thorntons Inc. Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attn: Facility Service Person and Title

10101 Linn Station Rd. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Suite 200 Address

Louisville, KY 40223 ­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

fsinvoices@thorntonsinc.com

cc: General Counsel, at same address

 gibson@thorntonsinc.com

1. **Termination:** Thorntons reserves the right to terminate this agreement upon immediate notice if Thorntons is not satisfied with vendor’s service. Upon Thorntons’ termination of the agreement, vendor shall submit any outstanding invoices in accordance with Section 7 of this agreement.
2. **Entire Agreement:** This agreement, including any addenda and exhibits hereto, constitutes the entire agreement between parties hereto, and supersedes all previous agreements and understandings, whether oral or written, relating to the subject matter hereof. This Agreement may be amended only be a written instrument signed by both parties. No purchase order or invoice can change the terms of this Agreement. If the terms of any addendum or exhibit conflict with the terms provided for in this agreement, the terms of this agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the date signed below to be made effective as of the effective date.

Thorntons Inc. Vendor\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mark Robbins Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Director of Facility Services Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_