

EXHIBIT A
SNOW REMOVAL GUIDELINES

1. Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described hereunder. Contractor shall have sufficient equipment, though no less than some combination of two (2) plows, backhoes, or bobcats, such that snow removal operations can occur simultaneously in multiple areas of the community so that no one area is continually late in receiving Services. Equipment and supplies may be stored on site at the Contractor's sole risk and as space allows, with HOA Board approval and at a site authorized by the HOA Board.
2. Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
3. Contractor shall coordinate snow plowing operations with the Owner's designee based on expected snowfall and efficiency. Once operations begin, the priority of the effort shall be the following roadways: Malvern Drive, Covered Bridge, Liberty Lane, and mailbox access, all of which shall be cleared side to side. Second priority should be roadways with hills. Other side streets, mailbox sidewalks and sidewalk to Clubhouse shall be cleared side to side as snowfall and operations allow. The last areas to be cleared are the clubhouse parking area and lake access.
4. Snow plowing and road treatment will be coordinated on snowfalls of less than 3 inches as road treatment may still be necessary depending on anticipated weather conditions.
5. All work shall be completed in a workmanlike manner consistent with customary industry practices, for the amounts specified on Exhibit D.
6. Contractor shall supply and mechanically spread sand or other gritty material in areas shown on Exhibit C to aid in the prevention of slipping as well as the mailbox sidewalks and sidewalk to the Clubhouse. The contractor may propose alternative materials. Treatment will be placed after excess snow is removed. In the event of a sleet or freezing rain event with temperatures expected to remain at or below freezing for more than 3 hours, Contractor shall apply sand, salt, or other gritty materials whether there is snow accumulation or not.
7. The contractor shall, in regard to snow removal and plowing, push snow accumulation back or to the sides, as far as possible, so that as much space as possible will be available for snow removal should additional snow accumulation occur. Reasonable efforts will be made to avoid plowing into fixed shrubs and trees in order to avoid unnecessary landscape damage.
8. Contractor agrees to contact the Owner if for some reason the entire Property or parts of the Property cannot be completely plowed within eight (8) hours after snow or ice has stopped falling.
9. Contractor agrees to provide the Owner's designee with all current afterhours telephone numbers.
10. The Owner's designee is Grover Dean, telephone 540-948-6215. Contractor will coordinate directly with the Owner's designee and not with any other resident of Malvern unless directed by an officer of The Malvern Club, Inc. Board of Directors. Contractor will not perform any additional Services without written pre-authorization of such services from the Owner's designee.

**EXHIBIT B
INSURANCE REQUIREMENTS**

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense, and certificates thereof shall be presented to Owner in form and content satisfactory to Owner prior to commencement of the Services. The insurance is as follows:

- a. Workman's Compensation: Statutory
- b. Comprehensive General Liability: Bodily Injury: \$1,000,000 per occurrence
Property Damage: \$500,000 per occurrence
- c. Automobile Liability: Bodily Injury: \$500,000 per occurrence
Property Damage: \$500,000 per occurrence

The insurance specified in b and c, above, shall include the following:

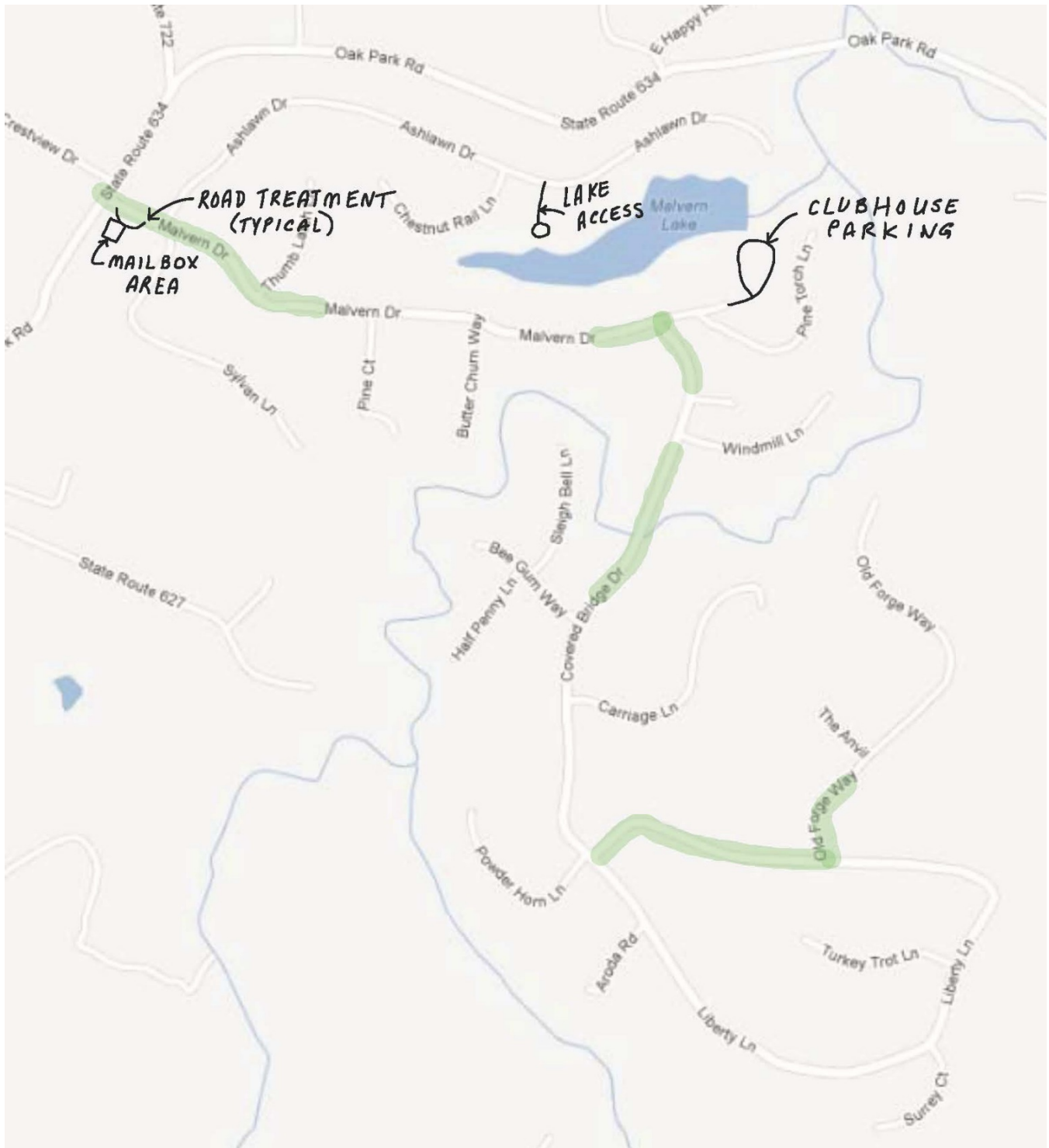
- i. Endorsements adding The Malvern Club, Inc., as additional insured.
- ii. Thirty (30) days' prior written notice of cancellation to the Owner.

Owner shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors retained by Contractor, and Contractor shall require that such insurance be maintained by all its contractors. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against the Owner.

Malvern Club, Inc.

EXHIBIT C

Plan of roadways within Malvern of Madison Subject to this Agreement



Malvern Club, Inc.

EXHIBIT D

[REPLACE THIS PAGE WITH CONTRACTOR'S UNIT PRICES, HOURLY RATES AND EQUIPMENT TO BE USED]