



## Chateau Chaparral Owners Association

10795 CR 197-A  
Nathrop, CO 81236  
(719) 395-8282



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## CONTRACT FOR ELECTRICAL INSTALLATION TRENCHING SERVICES

This Contract for services is made effective as of \_\_\_\_\_ [date] between \_\_\_\_\_ [lot owner] of 10795 CR 197A, Lot \_\_\_\_\_. Nathrop, CO (the “Recipient”) and Chateau Chaparral Owners Association (CCOA) of 10795 CR 197A, Nathrop, CO (the “Provider”).

**1. DEFINITIONS.** All capitalized words and phrases used in this Contract shall have the meaning provided in the CCOA Declaration or Bylaws, unless otherwise defined herein.

- a) “Colorado 811” refers to the organization which acts as the communication link between the utility/facility owners and excavators and homeowners.
- b) “Contract” refers to this Contract for Electrical Installation Trenching Services.
- c) “Employee” shall refer to the employee hired by CCOA who is qualified to operate the CCOA backhoe.
- d) “Provider” or “CCOA” shall refer to the Chateau Chaparral Owners Association.
- e) “Recipient” shall refer to the deeded Owner of a condominium campsite.

**2. DESCRIPTION OF SERVICES.** The Provider will instruct a hired employee to use the CCOA backhoe to dig a trench as specified on a site drawing provided by the Recipient and, if indicated below, will also fill the trench and remove excess rocks from the site.

**3. TERMS OF SERVICE.** Trenching for Recipient will only be done under the following conditions:

- a) The Recipient must be a Member in Good Standing as defined in the CCOA Bylaws.
- b) The Recipient will coordinate scheduling of the trenching through CCOA Management.
- c) The Recipient will provide a site map indicating the exact location of the trench.
- d) The Recipient is solely responsible for obtaining any required permits from Chaffee County.
- e) The Recipient is responsible for contacting 811 and will provide proof of underground utility locates being completed before the trenching service begins.
- f) The Recipient agrees to be on site and available to act as a spotter while the trenching service is being done.
- g) The Recipient will need to arrange for any digging required to be done by hand, as the Provider’s hired employee will only perform trenching.
- h) The Recipient is responsible for securing the safety of the open trench.
- i) The Recipient will schedule the trenching service at least one week in advance.
- j) CCOA reserves the right to refuse a trenching service request if the conditions are deemed to not be suitable or safe for operating the backhoe, or if any of the above conditions are not met.

**4. COSTS OF SERVICES.** The Recipient will be charged upon completion of the service:

- a) \$100.00 per hour provided by CCOA (includes operator wages, fuel charges and use of the backhoe)
- b) If, for any reason, services are stopped due to the presence of unmanageable boulders or at the determination of the recipient, the recipient is responsible for charges up to the point of the stop order.

**5. PAYMENT.** Billing will be managed by CCOA's accounting firm, Genesis Tax and Accounting, and the cost of performed trenching services must be paid by the end of the month in which such services are billed. If recipient fails to pay in the designated time frame, the CCOA Collection Policy procedures will be followed and a late fee amounting to 10% of the original billed amount will be added each subsequent month until the balance is paid..

**6. LIABILITY INSURANCE.** The Provider has appropriate liability insurance in case of bodily injury, personal injury, property damage, contractual liability, and cross liability.

**7. INDEMNIFICATION.** Recipient, by signing this Contract, agrees to indemnify and hold harmless Provider from any and all damages or claims that may arise out of employee's trenching and further agrees to indemnify and reimburse Providers for any losses, expenses, fees, and costs which Provider may incur in enforcement of this Agreement or for claims brought by anyone for damages or injuries caused by employee's trenching activity, absent gross negligence and/or willful misconduct by Provider or employee.

**8. VENUE.** This Contract shall be interpreted and enforced according to the laws of the State of Colorado. Venue shall be proper in Chaffee County.

**9. ATTORNEY'S FEES.** In the event of a default under, or breach of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs including all costs incurred on appeal.

**10. SECTION HEADINGS.** The section headings utilized in this Contract are in no way intended to interpret or define the terms and conditions herein, but instead are intended for convenience of reference only.

**11. SEVERABILITY.** If any section or subsection of this Contract is declared unenforceable by any court of competent jurisdiction, such declaration shall affect only such section or subsection and shall leave all other sections and subsections unmodified and in full force and legal effect.

**12. NO WAIVER.** No failure by a party hereto to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Contract.

**13. COUNTERPARTS/FACSIMILE AND ELECTRONIC SIGNATURE.** This Contract may be executed in counterparts which, when taken together, shall constitute but one and the same document. A facsimile or electronic signature of a party to this License Agreement shall have the same force and effect as an original signature.

**14. MODIFICATION.** This Contract and any term as provided in this Agreement may be modified, amended, discharged, changed, or waived only in writing signed by both parties.

**15. ENTIRE AGREEMENT.** This Contract constitutes the sole and entire agreement between the parties with regard to the subject matter hereof, and supersedes any and all prior oral representations, promises, covenants, understandings or other agreements, if any, between the parties and their representatives with regard thereto.

**ADDENDUM**

CHOICE TO BE INITIALED BY RECIPIENT

After permitted by the county:

- \_\_\_\_\_ The recipient requests the trench be filled and remaining rocks/boulders be removed from the site.
- \_\_\_\_\_ The recipient requests the trench be filled, but remaining rocks/boulders be left at the site.
- \_\_\_\_\_ The recipient will fill the trench.

CHECK LIST OF ITEMS TO BE COMPLETED BY THE LOT OWNER BEFORE SERVICES WILL BE RENDERED  
(CCOA Management to initial completed items)

- The Recipient is a Member in Good Standing as defined in the CCOA Bylaws (deed on file in recipients name; CCOA account is not in arrears).
- The Recipient scheduled the trenching service at least one week in advance through CCOA Management.
- The Recipient provided a site map indicating the exact location of the trench.
- The Recipient provided proof of having obtained the required permits.
- The Recipient contacted 811 and provided proof of underground utility locates being completed.

PLEASE PROVIDE YOUR PREFERRED PHONE NUMBER (This will only be used to confirm scheduling.)

(\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Service Recipient:

By: \_\_\_\_\_

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

Service Provider:

By: \_\_\_\_\_

(Board Member)

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

By: \_\_\_\_\_

(Board Member)

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