

JQ Dirtworks, LLC- "JQD"
and FLINT CREEK RANCH CLUSTER, INC "FCR"

Snow Removal Agreement
10/17/2020

THIS SNOW REMOVAL AGREEMENT (the "Agreement"), made and entered into on this day October 17, 2020, by and between **Flint Creek Ranch Cluster, Inc. ("FCR")** and **JQ Dirtworks, LLC** a Montana limited liability company ("**JQD**")

WHEREAS, FCR is responsible for removal of snow on ~10 miles of road easement frontage in a subdivision named **Flint Creek Ranch** recorded in Silver Bow County, State of Montana. FCR desires to make the road easements free and clear of snow for the benefit of its owners Flint Creek Ranch (hereinafter the "**Property**"); and

WHEREAS, JQD is a qualified snow removal company that removes snow to allow safe passage of roads; and

WHEREAS, FCR desires to keep the road easements clear during the latter part of 2020 and early months of 2021; and


NOW THEREFORE, for and in consideration of the payment of JQD and agreed as follows:

1. Monthly Payments. FCR hereby agrees to compensate JQD \$1,200 per month for the months of January 2021, February 2021, and March 2021 to adequately remove snow within all roads within the Subdivision.
2. Per Occurance. In months not covered by the aforementioned Monthly Payments sciton, FCR hereby agrees to compensate JQD \$350 per snow removal occurrence of over two inches (2"). An occurrence is defined all roads being removed of snow accumulation.
3. Authority. For the purposes herein expressed, and subject to the terms of this Agreement, FCR hereby confers upon JQD the authority to determine snow removal requirements on a daily basis. Any additional services or equipment needs must be verbally approved by the FCR board of directors prior to commencement of any activities; This would include using a grader for removal of snow.
4. JQD Services. JQD will hold FCR harmless for any violations of federal, state, or local laws resulting from their removal of snow herein.
5. Breach or Early Termination
 - a. This is at will agreement and may be terminated by either party with a fifteen (15) days notice.
 - b. In the event this agreement is terminated or in breach by FCR, JQD will be entitled to receive any and all monies owed which are related to the removal of snow on the property, within 30 days of the cancellation.

- c. In the event this agreement is terminated or in breach by JQD, FCR will be entitled to any expenses related to misconduct by JQD.
6. Confidentiality. Each party agrees to keep confidential and not to disclose, directly or indirectly, any information regarding the other party's business, including without limitation, information with respect to operations, procedures, methods, accounting, or any other information which the other party has designated as confidential.
- a. FCR agrees that JQD employees, agents, and representatives shall not, either during the term of this agreement or at any time thereafter be offered employment with FCR (its successors, assigns or other). FCR shall not disclose the existence of this Agreement in any communication, written or verbal, to any third party without the prior written consent of the other party.
- b. JQD and FCR shall reasonably secure all documents; work in process, and information regarding leads for lands sales in order to prevent its unauthorized disclosure.
7. This Agreement represents the complete understanding of the parties and no modifications or amendments occurring after the Effective Date hereof shall be valid until they are in writing and signed by both parties.

Effective Date of this Agreement Oct 19, 2020.

I, Michael D. Markarian, of Wexfield, LLC, temporary managing entity of Flint Creek Ranch Cluster, Inc. understand and agree to the above-mentioned terms of this agreement.

 Oct 19, 2020
Flint Creek Ranch Cluster, Inc, "FCR"
authorized representative **Date**

I Paul Kruzich of JQ Dirtworks, LLC understand and agree to the above-mentioned terms of this agreement.

 Oct 19, 2020
Paul Kruzich (Oct 19, 2020 08:23 MDT)
JQ Dirtworks, LLC, "JQD" Owner
or authorized representative **Date**