

Service Terms & Conditions for Residential Winter Service

General Service

- The winter service contract is from November 15th until April 15th.
- Service covers fallen snow accumulation greater than 4cms in your area as recorded by the airport and verified by a **[Contractor]** representative with no forecasted accumulation within 24hrs.
- Every attempt will be made to clear your laneway within 8-12 hrs after the **completion** of the snow system
- Snow systems greater than 15 cm –completion timelines will not be guaranteed
- At a client's request, we can return to clear the entire laneway, once vehicles are moved within 24 hours of an event. May be Subject to a fee.
- A one-time fuel surcharge of \$15for the season, will be implemented when fuel is above 1.80\$/litre for 14 days consecutively. No exceptions apply.

Walkway Clearing

- If hand shoveling is included in your contract, walkway crews come once per snow event within 24hrs upon completion of the snow event, unless otherwise stated on your contract.
- Shoveling crews are scheduled separately from the driveways and will occur at different times.
- Front walkway service-includes one entrance to your home, from the driveway only. It also includes in front of the driveway, if applicable and accessible. No return visits will be made if the area was not accessible at the time of service.

Note:

- Walkway crews are restricted from operating in close “proximity” to stationary items for the protection of client's property.
- Moving large amounts of snow from confined/ restricted areas where the depositing of snow is not in close proximity will not be moved until the obstacles are removed. This is for the health and safety of our crews. May be subject to additional charges, review from [Contractor] representative may be needed.
- Call backs for errors or omissions must be made within 24hrs of the completion of the event –after that point a fee will apply
- After April 1st **[Contractor]** retains the sole discretion as to whether to clear snow based on a variety of factors such as ground temperatures, ambient temperatures, pending weather, etc.
- **[Contractor]** retains the right to subcontract any portion or entirety of the services to be delivered and does not require prior approval from the client.

Laneway Clearing

- Customers are responsible to facilitate access of equipment to the laneway by removing cars, garbage cans or any other obstacles to the garage or to the street. We will not make return visits for clearing behind objects
- Your laneway will be cleared up to the first “object” in your laneway.
- Equipment is restricted from operating in close proximity to all stationary objects to avoid damage to property.
- It is the homeowner's responsibility to clear snow accumulation approximately 1-3 feet remaining adjacent to including but not limited to; retaining walls, houses, fences etc. After the machinery has left the laneway.

City plow Debris

- A visit to clear city plows debris as promptly as possible within 24hrs after the snow event, can be prompted by a message via our customer contact form on our website.
- City sidewalk plow debris will only be cleared if it is concurrent with the clearing of city street plow debris
- At the customer's request city plow debris or sidewalk plow debris can be cleared at a later time (when not within 24 hours upon completion of a storm). This will only be prompted by the client calling or using the customer contact form on our website and may be **subject to a fee**

Service Limitations

- Contractor assumes no responsibility for surface scratching or surface damage to all driveways
- Contractor assumes no responsibility for damage to downspouts, electrical cords, water valves and objects hidden under snow or anything that projects, borders or is left on laneway. Including stairs, and retaining walls
- Contractor assumes no responsibility for ice buildup of any sort or for any reason.
- Contractor. assumes no liability/responsibility for slips, trips and falls
- Contractor assumes no responsibility for drifting or blowing snow buildup of any type.

- Contractor assumes no responsibility for any lawn damage of any kind whatsoever.
- **[Contractor]** assumes no responsibility for any and all damage for objects in the path of blowing snow- light posts, shrubs, trees, etc
- Contractor assumes no responsibility for any damage reported later than 1 month at the completion of contract.
- Contractor. assumes no responsibility for any loss or inconvenience to the client due to circumstances beyond our control.
- Contractor assumes no responsibility for any act of God, pandemic, or otherwise that causes stoppage or delays in work performance.
- “SANTA CLAUSE” services will be delayed on Christmas Eve through Christmas day. New Year’s Eve through New Year’s Day. The service will be provided but delayed.
- **Service is up to a maximum of [X] cm/mm of accretion for the season. If this point is reached a per-time charge will apply and clients will be made aware.**
- Special Service Requests**
- Special request only i.e. (doctor’s appointments, chemo appointments etc) for snow removal times will be considered free of charge if the office is notified at least 24 hours in advance
- All attempts possible are made to allow access to the roadway, however times are not guaranteed. This is due to the fact that snow system completion times vary with each storm, as well as circumstances beyond our control.
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Note—[Contractor]. will update this document yearly and it is incumbent upon the client to ensure they are up to date on any changes that may affect their contract each season. Updated [Year of update]

***This is for example purposes only and it is always best practice to have a lawyer review your documents.**