

Service Terms & Conditions for Residential Winter Service

General Service

- The winter service contract runs from November 15th until April 15th.
- Service includes snow clearing up to a seasonal maximum of **[X]** cm/mm in precipitation. Once this threshold is reached, per-visit charges will apply. Clients will be notified in advance.
- Service covers fallen snow accumulation greater than **[X]**cms in your area as recorded by the airport and verified by a **[Contractor]** representative, and no additional accumulation is forecasted within the next 24 hours.
- For further clarity, a snow event is when the snowfall amount in a 24 hour period is [x] or more centimeters as recorded by Environment Canada and is verified by a **[Contractor]** representative for your area.
- Every attempt will be made to clear your laneway within **[x-y]** hrs after the completion of the snow event.
- Snow events greater than 15 cm, completion timelines are not guaranteed
- At a client's request, we can return to clear the entire laneway once vehicles are moved (within 24 hours of an event). This may be subject to a fee.
- A one-time fuel surcharge of \$15 for the season will be implemented when fuel is above 1.80\$/litre for 14 days consecutively. No exceptions.

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,
 - The area directly in front of the driveway (if applicable and accessible).
 - No return visits will be made if the area is not accessible at the time of service.
- Crews will not clear close to stationary items to prevent property damage..
- Snow in confined/restricted areas or where snow cannot be deposited nearby will not be cleared unless the obstacle is removed. This is for the health and safety of our crews. May be subject to additional charges pending review by a **[Contractor]** representative.

- Call backs for errors or omissions must be made within 24hrs of the completion of the event. After that time a fee will apply

Laneway Clearing

- Clients are responsible to ensuring clear access for equipment to the laneway by removing cars, garbage cans, branches or any other obstacles to the garage or to the street. Once objects are removed, if a client requests a return visit, a fee may apply.
- The laneway will be cleared up to the first "object" in your laneway.
- Equipment will not operate near stationary objects to avoid damage.
- It is the client'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.
- City sidewalk plow debris will only be cleared if it coincides with the clearing of city street plow debris
- Requests for debris clearing outside of the 24-hour window may be subject to a fee and must be submitted through the customer contact form or by phone.

Service Limitations

- **[Contractor]** assumes no responsibility or liability for the following:
 - Surface scratching, rust marks, or surface damage to driveways.
 - Damage to downspouts, electrical cords, water valves, basketball nets, and objects hidden under snow or anything that projects, borders or is left on laneway - including stairs, and retaining walls
 - Ice buildup of any kind or for any reason.
 - Slips, trips and/or falls on the property.
 - Drifting or blowing snow buildup of any type.
 - Any lawn damage.
 - Damage to objects in the path of blowing snow- light posts, shrubs, trees, etc
 - Damage reported more than 30 days after the contract ends.
 - Delays or inconvenience due to circumstances beyond our control.
 - Interruptions due to acts of God, pandemic, or similar uncontrollable events.

- After April 1st **[Contractor]** retains the right to use discretion as to whether to clear snow based on a variety of factors such as ground temperatures, ambient temperatures, forecasted precipitation, etc.
- **[Contractor]** reserves the right to subcontract any or all services without prior client approval.

Holiday Service Notice

- "SANTA CLAUSE" services will be delayed on Christmas Eve through Christmas day and New Year's Eve through New Year's Day. The service will be provided but delayed.

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
- While we strive to accommodate these requests, timing is not guaranteed due to the variable nature of snow events and system completions.

Contract Acceptance

By approving the contract or estimate, you accept the terms and conditions outlined in this document.

By making payment, you acknowledge and agree to all service terms and conditions.

[Contractor] may update these terms annually. It is the client's responsibility to review and understand any updates that may affect service each season.

Updated [Year]

To our EXT clients and friends:

****Please note this is not a legal document. This is an example provided for your reference. You should always have a lawyer review your service terms and conditions.**