



ALBERTA WINTER SERVICES CUSTOMER TERMS & CONDITIONS

Upon commencement of this Service Agreement (the "Agreement"), Yardly ("the Contractor") and the customer ("the Client") agree as follows:

1. **24-HOUR SATISFACTION GUARANTEE:** Even though we take every measure to ensure your satisfaction with the initial service visit, if the Client finds any deficiencies, they must contact Yardly within twenty-four (24) hours of service completion. For clarity, "service completion" refers to the time at which the Yardly Pro departs the property. If you are unsatisfied with our service and the issue relates to work within the defined service scope, our Pro will return and address the concern free of charge. If deficiencies are reported beyond twenty-four (24) hours of completion, the issue will be addressed during the following scheduled service visit.
2. **SCOPE:** Yardly will perform winter snow removal services as described in your Quote. The subscription season runs from November 1 to March 31 and includes:
 - Unlimited snow removal visits based on snowfall events
 - Edge-to-edge clearing of mapped service areas
 - Automatic application of ice melt to freshly cleared areas (where applicable)

Note: Services do not include snow disposal off-site or ice chipping, unless requested and quoted separately.

3. **EVENT DEFINITIONS:**
 - Snow Event: Begins at 1.0 cm accumulation and ends after three (3) hours of no snow.
 - Nuisance Event: Includes sleet, freezing rain, or flash freeze.

In the event of a dispute, Environment Canada records for the location nearest the property shall prevail.

4. **SERVICE TIMING:**
 - For 1–10 cm snowfall: Yardly will complete service within twenty-four (24) hours after snowfall ends.
 - For 10+ cm snowfall: Yardly may split service into multiple visits to restore access as quickly as possible. Yardly Pros may take a 12-hour rest period before completing follow-up visits.
 - Follow-up visits complete fine-detail work.

- Initial service during heavy snow may take 10–18 hours or longer, depending on conditions.

Yardly will monitor Environment Canada weather data to coordinate timing and safety.

5. **SERVICE NOTIFICATIONS:** Yardly provides service-related updates via email and SMS/text message to keep Clients informed. Communications will be issued as follows:
- An email will be sent on the weekend prior to the week of service to notify the Client that their property is scheduled for service during the upcoming week.
 - A second reminder email will be sent approximately 24 hours before the scheduled service, including preparation tips to help ensure successful completion of the visit.
 - If weather or unforeseen events delay the service, Yardly will issue additional email notifications with revised scheduling information.
 - A text message notification will be sent prior to the Yardly Contractor's arrival.
 - Once service is completed, Yardly will send a follow-up text confirming completion, along with before-and-after photos of the property.

Clients are responsible for ensuring their contact information is current and accurate to receive these communications. Message and data rates may apply depending on the Client's mobile service provider.

Clients acknowledge and consent to receive service-related text messages as part of this Agreement. These communications are transactional in nature and not promotional. Yardly complies with Canada's Anti-Spam Legislation (CASL). Clients may update communication preferences at any time by contacting Yardly.

6. **ICE MANAGEMENT:** Ice melt will be applied as needed during service visits between 0°C and -25°C. Yardly is not responsible for slip and fall incidents or ice accumulation between visits.

Clients must redirect any downspouts draining onto service areas. Yardly does not move or reroute downspouts. Ice removal around improperly routed downspouts is available upon request, and will be billed at \$75/hour (1-hour minimum).

7. **WATER POOLING:** Ice build-up forms due to compaction, melt/freeze cycles, or drainage issues. If packed ice prevents proper clearing, additional ice removal is billed at \$75/hour (1-hour minimum).

If snow is cleared fully and water still pools (e.g., due to sloped surfaces or blocked drains), Yardly is not liable. If pooling is caused by improper piling, Yardly will return at no charge. Clients must report pooling promptly to hello@yardly.ca.

8. **SNOW PILE PLACEMENT:** Cleared snow will be piled safely on your property at Yardly's discretion. Space limitations during heavy snow may affect parking or access. Yardly does not guarantee client-requested pile locations.

9. **UNSAFE CONDITIONS:** Clients must monitor their property and notify Yardly of any hazardous conditions (e.g., refreeze, pooling, or ice buildup). Yardly is not liable for damages or delays caused by:
- Inaccessible areas.
 - Natural disasters or extreme weather.
 - Client's failure to alert Yardly to unsafe conditions.
10. **VEHICLES & OBSTRUCTIONS:** Clients must remove all vehicles and obstacles before service. Obstructed areas within one (1) metre may be left unserviced. Skipped visits due to blocked access are non-refundable. Return visits for blocked access are charged at \$100/hour (1-hour minimum).
11. **CLIENT RESPONSIBILITIES:** Clients are responsible for ensuring:
- Gates are unlocked and pathways are clear.
 - Yardly's Pro has safe access to all service areas.
 - Extension cords, toys, décor, and hazards are removed or clearly marked.
- Properties with safety concerns may be skipped or partially serviced at Yardly's discretion.
12. **WINDROWS:** Windrow removal (snow left by city plows) is not included. It is available as an add-on for an additional fee based on availability.
13. **PACKED SNOW & DRIFTS:**
- If snow has compacted before the first visit: surcharge of \$75/hour (1-hour minimum).
 - Drifting snow caused by wind is not covered under regular service. Additional clearing may be requested at hourly rates.
14. **NOISE:** Yardly will minimize noise, but powered equipment may operate from 7 am to 10 pm in accordance with local noise bylaws.
15. **STAFF SAFETY & RESPECT:** Yardly's Pros may refuse work they deem unsafe. Clients should contact hello@yardly.ca with any concerns.
16. **PROPERTY DAMAGE & LIABILITY:** Yardly is not liable for damage to:
- Snow-covered or hidden objects (e.g. cords, curbs, landscaping).
 - Interlock pavers or cobblestone, landscaping, or decor.
 - Or caused by ice melt usage side effects.

Yardly will repair physical property damage directly caused by its negligence, including snow clearing damage to concrete, asphalt, curbs, and utility fixtures.

The Client expressly waives and releases Yardly from claims arising from conditions not caused solely by Yardly, or the Client's failure to maintain or inspect property. Clients agree to indemnify Yardly from third-party claims arising out of these services.

17. **EXTRA SERVICE REQUESTS:** Extra services must be requested in writing at least 12 hours in advance and will be billed at \$75/hour (2-hour minimum). Yardly reserves the right to refuse extra work due to weather, safety, or availability.

18. **RETURN SERVICE CALLS:** Clients must report service issues within 24 hours. Yardly will return within 24–72 hours at no charge if the work was incomplete per Yardly's standards. If the work is deemed complete, a \$100 service call fee applies.

19. **PAYMENT TERMS:** Payments must follow the schedule in the Quote.

- Monthly Clients are billed on the first of each month.
- If booking before the season, a 10% deposit is charged at booking.
- If booking in-season, the full amount for one-time services is due upfront, which also includes the first month of any recurring services.
- Clients may choose to prepay in full.
- Services will be automatically suspended for accounts overdue by more than seven (7) days.
- Yardly is not responsible for any charges, penalties, or disputes incurred with your financial institution.
- Clients are responsible for managing their accounts and keeping payment methods current.

20. **SENIOR DISCOUNT:** Yardly offers a 10% discount on eligible services for Clients 65 years of age or older. This discount is applied at the time of booking and may require proof of age upon request. The discount is intended exclusively for seniors and cannot be transferred or applied retroactively. Yardly reserves the right to verify eligibility and revoke the discount if used inappropriately.

21. **AUTOMATIC RENEWAL OF SERVICES:** Unless otherwise stated in writing, all seasonal service packages, individual services, or service combinations purchased under this Agreement will automatically renew for the next service season on substantially similar terms. Yardly will provide a notice of upcoming renewal via email at least thirty (30) days prior to the end of the current service term. If the client does not wish to renew, they must contact Yardly by phone or email no later than fourteen (14) days prior to the scheduled start of the next service term. Continued use of services after the renewal date constitutes acceptance of the renewed Agreement. Yardly reserves the right to adjust pricing or terms at the time of renewal, and such changes will be clearly communicated in advance. The client is responsible for keeping contact information up to date to ensure timely receipt of renewal notices.

At online checkout, Clients will be presented with the following clearly labelled checkbox:

☒ I agree that my subscription will automatically renew each season on the same terms unless I uncheck this box. I will be notified in advance and can cancel anytime before the renewal date.

Clients must uncheck this box to opt out of renewal. Clients who leave the box checked provide affirmative consent to renewal under the terms of this Agreement.

22. **CANCELLATION & TERMINATION:** Clients may terminate with 7 days written notice and opportunity for Yardly to resolve issues. For one-time services, a \$50 administrative fee applies to cancellations made within 72 hours of booking. Refunds may be prorated, and discounts forfeited for early cancellations. This Agreement is subject to the Consumer Protection Act (Alberta). Nothing in this Agreement limits your statutory rights.
23. **DISPUTE RESOLUTION:** In the event of a dispute that cannot be resolved through direct communication, the parties agree to submit the dispute to mediation in Alberta prior to initiating formal legal proceedings. This Agreement shall be governed by the laws of the Province of Alberta.
24. **INSURANCE:** Yardly maintains \$2,000,000 general liability and automobile insurance. Proof of insurance and WCB compliance available upon request.
25. **FORCE MAJEURE:** Yardly shall not be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, extreme weather, government restrictions, or other force majeure events.
26. **PRIVACY:** Yardly collects and uses client information solely for the purpose of providing and managing services under this Agreement. Personal information will be handled in accordance with applicable privacy legislation including the Personal Information Protection Act (Alberta) or PIPEDA as applicable. For more information, please review our full Privacy Policy at <https://www.yardly.ca/privacy-policy/>.
27. **INTEGRATION & SEVERABILITY:** This Agreement supersedes all prior discussions. If any provision is found unenforceable, the remainder shall remain in full force and effect.
28. **PLAIN LANGUAGE:** We aim to provide this Agreement in clear and plain language. If you have questions or require clarification, please contact us.