

TERMS & CONDITIONS - Snowplowing 2010-2011

In the event of an increase in diesel fuel prices over \$0.95/litre we will itemize a fuel surcharge that will fluctuate with fuel prices on fuel consuming services.

Thank you for considering us for your snowplowing this season and we would like you to have a written record of the services which we are able to provide. In the following letter, our services are outlined as well as our limitation of liability.

1. **LAWNSCAPE** will be held harmless and shall at no time be liable in any way for weather related accidents on or near any of the properties serviced. This includes slip & fall accidents on ice patches, residual snow accumulation, etc.
2. **LAWNSCAPE** is not responsible for any damage to lawn or garden areas, irrigation systems, damage to interlocking stone or retaining walls, gravel or paved driveway, etc. If there are areas to be avoided by the plow, they must be clearly staked by the customer. If there are any other specific areas that should be avoided, (ie. snow piling etc.), it is the responsibility of the customer to let **LAWNSCAPE** know this ahead of time. Again the displacement of gravel onto lawn areas is an inevitable result of plowing gravel driveways. **LAWNSCAPE** is in no way responsible for replacing gravel for driveways or moving it off of lawn areas without compensation.
3. **LAWNSCAPE** employees will not knock on doors to alert residents of their arrival so that cars can be moved, etc. This is the responsibility of the customer to look after at the forecast of a snowfall.
4. Per visit plowing is based on the accumulation that has been agreed upon in verbal conversation with the customer at an earlier date: usually 2" or more is the standard accumulation to initiate dispatch of the plow vehicles. Monthly or season pricing is always at a 2" accumulation or more only. Snowplowing will be performed within the limits of a pick-up truck with a snowplow. If accumulation exceeds what can be cleared using said equipment it will be the responsibility of home owner/business to pay for clearing using larger equipment.
5. Those who choose a monthly, per visit, or season price for plowing services may not alter that choice throughout or at the end of the season. A monthly equal billing amount is an equal installment of a pre-determined seasonal price. It does not reflect the amount of plows done each month. Monthly, per visit or seasonal pricing are all subject to HST. (#139440010)
6. Monthly or seasonal contracts **do not** include drift calls, salt and/or sand, urea, or any other melting agent unless otherwise stated. **For all 2" or more regular customers, we will plow under 2" or less on request. A full charge will apply at the regular rate. For seasonal contract customers, a per visit charge will apply for requested visits under 2" (over and above the seasonal amount).**
- 7a. When depth of snow is in question, our judgment rules. Time calls are performed on a best effort basis. **LAWNSCAPE will be held harmless from negligence** and is not liable for any costs incurred by the customer for missed appointments or workdays due to weather conditions or delayed maintenance visits. Snowfalls ending by 1:00 a.m. usually allow for most properties to be cleared by 8:00 a.m. Businesses have priority for morning clear outs. Residential time call requests will follow on a best efforts basis. Heavy snowfalls cause considerable delays. **EXPECT THIS.** 7b. In the event that snow accumulation exceeds limits of accessible storage/piling areas (ie. Front lawns, boulevards, driveway sides) it will be the responsibility of the home owner/business to pay for the relocation or removal of the accumulated snow so that regular snow clearing can continue. A separate quotation for this service can be provided on request. 7c. In the event of snow accumulation exceeding amounts that can be moved using the pick-up trucks and plows, it will be the responsibility of the home/business owner to contract and pay for the use of a commercial snow blower or front end loader at a rate over and above the per visit or seasonal rate charged.
8. Monthly payments (not per visit) are recommended to be in the form of post-dated cheques that are dated for the end of each month and are received by us at the start of the season and deposited into our account on a monthly basis.
9. On call/drift visits or clearing snow plow furrows from road plows for regular customers will be a full price visit and not a partial charge. This will apply to early morning time slots where driveway areas are cleared prior to town plows clearing the public roads.
10. Sidewalks and walkways may not be done at the same time as the driveway areas cleared by our plow. The shoveling crew will usually wait for all snow to fall before beginning, unless otherwise authorized.
- 11a. The owner/resident of the property indicated above is legally bound to pay all invoices received from **LAWNSCAPE** in a prompt manner and to report any problems occurring as a result of plowing immediately to **LAWNSCAPE**. Any invoices not paid in a 30 day period of receiving them are subject to a 3% per month interest charge. We agree to have your invoices prepared and delivered to you in a timely manner as well (generally every 4-5 plow visits). **HST will be charged on each visit.** It is not included in your price unless otherwise stated to you.
- 11b. In the event that **LAWNSCAPE** is hired by a party renting a particular property or establishment, both the Owner/Landlord of the property must sign the contract. In the event that the Renter of the property fails to pay for services provided it will be the Owner/Landlord's responsibility to pay **LAWNSCAPE** for all outstanding invoices pertaining to services performed at said property. The signature below signifies acknowledgement of and agreement to this and all other conditions of the contract.
12. **This is a binding contract. The signee agrees that payment will be made in full for services on all contracts both on a seasonal or per visit basis.**

In the event of a request to be released from the service contract due to change of address or dissatisfaction with services provided LAWNSCAPE will make judgment on whether or not a discount is to be applied. In the case of a monthly service contract LAWNSCAPE will refer to a "PER VISIT" or "PER SERVICE" breakdown (thus each service provided will be compensated for only) if LAWNSCAPE has made judgment that there is reason for adjustment.

LAWNSCAPE holds the right to discontinue services and cancel the contract at any time.