## **Terms & Conditions**

- 1)It has been agreed that Snow-Care Works will provide 24/7 automatic snow removal service to the above name and address for the winter season from Nov. 1st, 2024, to April 1st, 2025, including statutory holidays, although slight delay may occur. Snow-Care Works will remove each snowfall with an accumulation equal to and greater than 5 centimeters, we will also be returning promptly for snowbanks left at the driveway ends by city crews. Cumulative amounts over multiple days, including drifting snow and any snowfall less than 5 centimeters is the responsibility of the homeowner. Please refer to term number 11 for 2.5 Platinum service.
- 2) Snow Care Works will be installing driveway markers starting October 20th and will remove them no later than April 15th. It is the owner's responsibility to mark with its own material any obstacle that needs to be signaled to the snow remover (ex: stairs, lights, shrubs, electrical outlets etc.). It is imperative that the accurate size of the laneway is communicated to the Contractor during the agreement initiation. If a discrepancy in the laneway size arises due to any misrepresentation on the part of the customer, the Contractor reserves the right to issue an adjusting invoice reflecting the correct pricing. This measure ensures fairness and accuracy in the billing process based on the actual specifications provided.
- 3) Walkway shoveling if purchased is an additional service. The provided service includes the manual shoveling of the designated area in front of the garage door and includes the clearance of a walkway that stretches up to 10 feet from the laneway to the front door. It's important to note that this service does not include the removal of accumulated snow resulting from roof maintenance, blowing or drifting snow, or the elimination of ice formed on the walkway due to freezing rain, sleet, or compaction. Any requirement for shoveling snow from non-standard walkways will be subject to supplementary charges. These terms and conditions outline the inclusions and exclusions of the service, as well as the circumstances under which additional fees may apply. Please be aware that the completion of the specified service may take up to 12 hours.
- 4) If the total amount of snow fall during this contract exceeds 250 centimeters, this contract will be renewed automatically at the new rate of \$28.00 for single and \$32.00 for double and larger, charged per storm clearing of any snow fall over 5 centimeters (or 2.5 cm for Platinum) until the end of the winter season or this contract can be terminated at your request at least 24 hours prior to a snow event. We are not liable for lost mail or emails in folders other than the inbox, nor for customers traveling during notifications. Meaning of the term snow event- A snow event is when a snowfall reaches over 5 cm's and Snow-Care is required to service. Multiple visits during one snow event are still considered one snow event in terms of service. You will be contacted via email in advance to allow you the opportunity to choose your option. If no response is received, we will automatically renew your contract and bill you accordingly. Refer to the FAQ section on our website for further details. Measurements are taken by the only local reporting authority. (Environment Canada)
- 5) Additional services or visits requested by the customer can be completed at an additional charge. For example: request for individual cleaning after returning from a vacation and moving cars. Request for removal of snow from roof cleaning after city plow has passed and Snow-Care Works has already passed. If the driveway is blocked, or vehicles are parked in the driveway, snow will only be cleared in the accessible areas open to the street. If City clears excess snow on non-snowfall days, we cannot be responsible for removal. However, should the city pass on a non snowfall day, Snow-Care may not be aware, but you can call or email to report the ridge and we will gladly come by and take care of it.
- 6) Snow-Care Works is not responsible for sanding and/or salting, damage to extension cords, downspouts, basketball nets, hockey nets, overhanging branches, small plants or scrubs at the driveway edge, sprinklers, solar lights, items left under the snow, water main valves, oil or lubricant spills, scratches of any kind including rust to driveway surfaces, clearing and the build-up of freezing rain or ice. Snow-Care Works will assume full responsibility for obstructions such as steps sticking out on-to the driveway that are clearly marked, and markings maintained. If Snow-Care places a marker or safety cone and the cone is moved, we will not be held responsible for damage. Snow-Care works holds no liability for any damage sustained by immovable objects that were concealed beneath snow and not appropriately identified using protective markers. It is the responsibility of the property owner to ensure the proper marking and identification of such objects to prevent any potential damage during the service.
- 7) Customers must ensure to trim low-hanging tree branches that could hit the sides or roofs of our tractors. We recommend that nothing should overhang over the driveway, under 12' of height and everything kept at least a foot away from the sides of the driveway.
- 8) Any damage must be reported to us as soon as possible with pictures attached to your email. If further investigation is required, we will communicate this to you. Non urgent repairs will be completed late spring/early summer.

- 9) The alert system has been configured to function strictly within the hours of 7am and 8pm, as mandated by regulations. We will ensure that snow event updates are promptly delivered via email for each event we handle. It's important to keep in mind that while these alerts do provide an extra advantage, they should not be the sole source of reliance, as their reliability might not be consistently guaranteed.
- 10)"Call Back" service designed to cater to next-day touch-ups for relocated vehicles and more. To initiate this service, kindly submit your calls and email requests by 11 am on the subsequent day. Any requests received after this time will not be accommodated.
- 11) Platinum upgrade option: This option provides service for snow events with accumulation of 2.5 cm's 5 cm's. (Measurements will be taken in ORLEANS for this service) In minor circumstances where 2.5 cm's accumulates but starts to melt right away, we can make a judgment call as to whether it makes sense to service. Service is provided between the hours of 6 am and midnight. Please note that on larger snowfalls all other terms and conditions remain the same.
- 12) If an extension has been added to the driveway and there is insufficient space to accommodate snow, the extension will be utilized for snow placement. If there is inadequate room on the homeowner's property for snow storage, Snow-Care Works reserves the right to cancel the contract, providing a prorated refund if applicable.
- 13) By purchasing our services/products, you acknowledge and agree that the amount of snowfall is beyond our control. As such, no refunds will be issued in the event of a lighter snow winter. This includes any services/products related to snow removal, winter maintenance, or any other snow-dependent activities.
- 14) Cheques returned for any reason will incur an administrative fee of \$25 per cheque. If for any reason Snow-Care Works must exchange any cheques the fee will also be applied. A 2% interest fee will be charged per month on overdue balances more than 30 days late. Credit cards on file will be used to process additional charges. In default of any payment or upon the breach of any of the conditions herein on the part of the client, this contract will be considered void. Snow-Care Works shall be released from all liability for services from that time and not be required to perform any further services under this agreement. The client will be denied renewal for future seasons and be sent to a collection firm. Snow-Care Works prioritizes a secure working environment and strictly prohibits any instances of abusive language, bullying, or physical contact between customers and our staff. Any breach of this policy will lead to the immediate termination of the snow contract, without any compensation provided. In the event of the sale or re-occupation of the client's house, this contract may be transferred to the new occupant's name, or the service may be moved to the client's new home, provided that the new home is within our service area. It is the owner's responsibility to notify Snow-Care Works of a move at least 7 days in advance. Payment of the contract effectively binds the contract and agreement of these Terms & Conditions.

PLEASE SEND SIGNED CONTRACT AND PAYMENT TO: Snow-Care Works 613-424-6515 747 Schubert Circle, Orleans, ON, K4A 4W3 or office@snowcareworks.ca www.snowcareworks.ca