

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, 2026, to April 1st, 2027**, 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 Snow-Care Works during the agreement initiation. If a discrepancy in the laneway size arises due to any misrepresentation on the part of the customer, Snow-Care Works 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 after the snow has fully stopped.

4) If the total seasonal snowfall during this contract exceeds 250 centimetres, or if Snow-Care Works completes 22 serviceable snow events, whichever occurs first, this contract will automatically continue at a rate of \$30.00 per serviceable event until the end of the winter season. Customers may choose to terminate service after the seasonal limit has been reached by providing at least 24 hours' notice prior to the next serviceable event.

- A snowfall accumulation of 5 cm or greater requiring service by Snow-Care Works; or
- A City ridge-clearing event requiring service by Snow-Care Works when the City performs snow-clearing operations more than 24 hours after Snow-Care Works has completed service, or when the City performs snow-clearing operations on a non-snowfall day and Snow-Care Works is required to return to remove the resulting ridge.

Multiple visits by Snow-Care Works during the same snowfall event shall be considered one serviceable event for event-count purposes. Platinum service visits triggered between 2.5 cm and 4.9 cm contribute toward the 250 cm seasonal snowfall limit but are not counted toward the 22-event seasonal limit. You will be contacted by email when the seasonal limit is approaching or has been reached and provided with the available options. If no response is received, service will automatically continue and applicable charges will be billed accordingly. We are not responsible for lost mail, emails delivered to folders other than the inbox, spam filtering, or customers who are travelling when notifications are issued. All snowfall measurements used for contract administration are based exclusively on official records reported by Environment Canada. Please refer to the FAQ section of our website for additional details.

5) Additional services or return visits requested by the customer may be completed at an additional charge. Snow placed onto the driveway because of roof clearing by the homeowner or a third party is not included in regular snow removal service and will be considered an additional service. Removal of this snow may be completed at an additional charge. Snow-Care Works is not responsible for clearing snow ridges caused by City plow activity on non-snowfall days, and such service should not be assumed or expected. If City plow activity occurs and leaves a ridge, the customer may contact Snow-Care Works to request service, which will be scheduled at our discretion and may be subject to additional charges. If vehicles are parked or the driveway is partially blocked at the time of service, snow will be cleared only in the areas accessible from the street.

6) Snow-Care Works is not responsible for sanding or salting, or for damage to extension cords, downspouts, basketball nets, hockey nets, overhanging branches, small plants or shrubs at the driveway edge, sprinklers, solar lights, items left under the snow, water main valves, or for scratches, rust, oil, or lubricant spills on driveway surfaces. We are also not responsible for the clearing or build-up of freezing rain or ice. Clients are responsible for properly winterizing and protecting any trees, shrubs, hedges located near the driveway or designated snow placement areas. Snow-Care Works is not liable for broken branches, crushed plantings, or similar damage caused by snow accumulation or inadequate winter protection. Snow-Care Works will assume responsibility for obstructions such as steps extending into the driveway, provided they are clearly marked and the markings are maintained. If a marker or safety cone placed by Snow-Care Works is moved, we will not be held responsible for damage. We also hold no liability for immovable objects concealed beneath snow that are not appropriately marked by the property owner. It is the client's responsibility to ensure proper marking and identification of such objects to prevent damage during service. In addition, Snow-Care Works is not responsible for damage resulting from normal operations carried out in a non-negligent manner; damage to lawns or landscaping caused by the piling of snow or wet ground conditions; or minor, expected wear to parking surfaces, driveways, or sidewalks that naturally occurs.

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 6:00am and 10:00pm. 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 11:00 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 accumulations between 2.5 cm and 4.9 cm. Measurements for Platinum service will be taken within the Orléans service area. Platinum is considered a luxury convenience service that provides additional service visits for smaller snowfalls. Platinum customers do not receive priority service over standard contract customers during regular 5 cm or greater snowfall events, and all standard service procedures remain in effect. In circumstances where snowfall accumulates to approximately 2.5 cm but begins melting immediately, Snow-Care Works reserves the right to determine whether service is required. Platinum service is provided between the hours of 6:00 a.m. and 12:00 midnight. For snowfall accumulations of 5 cm or greater, all standard terms, conditions, and service levels of the contract shall apply.

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 a \$25 administrative fee per cheque. This fee also applies if Snow-Care Works is required to exchange any cheques for alternative payment. A 2% monthly interest charge will be applied to overdue balances exceeding 30 days. Credit cards on file may be used to process any additional or outstanding charges. Should the retail price of diesel fuel exceed \$2.20 per litre during the contract term, a one-time fuel surcharge of \$15.00 will be added to the customer's account. In the event of default on any payment or breach of the conditions outlined in this agreement, the contract will be deemed void, and Snow-Care Works shall be released from all service obligations. No further work will be performed, and the client will be denied renewal for future seasons. Outstanding accounts may be forwarded to a collection's agency. Snow-Care Works is committed to maintaining a safe and respectful working environment. Any form of abusive language, bullying, or physical contact directed at our staff by clients, or their representatives will result in the immediate termination of the snow contract without refund or compensation. If the customer's home is sold or re-occupied during the contract term, the contract may be transferred but not canceled. Transfers are permitted under the following conditions: The contract may be transferred to the new occupant of the original address. The contract may be reassigned to another client within our service area. The service may be relocated to a new address within our service area. All transfers are subject to a \$25.00 administrative fee, and a price adjustment may apply if the new property has a larger driveway than originally contracted. Clients must notify Snow-Care Works at least 7 days in advance of any required transfer. If a cancellation is requested after driveway markers (pickets) have been installed, a \$50.00 administrative fee will apply. A pro-rated refund will be issued based on the remaining term of service after the administrative fee has been deducted.

Payment of the contract confirms the client's acceptance and agreement to these Terms & Conditions.

Slip and Fall Disclaimer:

Snow-Care Works is not liable for any personal injury or slip-and-fall incidents. Our responsibility is limited to snow removal; we do not guarantee a completely safe or slip-free surface.

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