

## **Terms of Service**

### **1. \*\*Definitions\*\***

- a. "Contractor" means Sault Northern Landscaping Corp. o/a Northern Snow;
- b. "Customer(s)" means the parties to whom the Contractor has agreed to provide Snow Clearing Services;
- c. "Serviced Area" means the Customer(s) driveway or any other area located at the Subject Property for which Snow Clearing Services have been agreed to be provided.
- d. "Snow Clearing Services" means the blowing or removal of snow from the Serviced Area to a permissible nearby area including the Customer(s) lawn.
- e. "Subject Property" means the lands owned or occupied by the Customer(s) for which the Contractor has agreed to provide Snow Clearing Services.
- f. "Term" means the period commencing on November 1st and ending either April 15th or upon the accumulation and removal of 400 centimeters of snow for the season as calculated by Environment Canada for Sault Ste. Marie, Ontario.

### **2. \*\*Subject Property\*\***

- a. The Customer(s) represent they are the owner(s) of the Subject Property.
- b. If the Customer(s) are not the owner(s), the Customer(s) represent they have the authority to contract on behalf of the owner(s).

### **3. \*\*License to Provide Services\*\***

- a. The Customer(s) hereby grants the Contractor a license to attend upon the Subject Property during the Term to provide Snow Clearing Services.

### **4. \*\*Time of Service\*\***

- a. The Contractor shall provide Snow Clearing Services following the accumulation of approximately five centimeters (5 cm) of snowfall.
- b. Any snowfall less than five centimeters (5 cm) is the responsibility of the homeowner.
- c. The timing of Snow Clearing Service visits will vary depending on the nature of each snowfall.
- d. The Snow Clearing Service shall include any follow-up visits after City snow plows and any repeat Snow Clearing Services during heavy and prolonged snowfalls.
- e. If the forecast is calling for five to ten centimeters (5 cm – 10 cm) of snow, the Contractor may wait to dispatch operators until the snow has finished falling. There will be no overnight Snow Clearing Services for snowfall less than seven centimeters (7 cm).

### **5. \*\*Markers\*\***

- a. The Contractor is permitted to and will install two border markers on the street side of the Customer(s) driveway prior to the commencement of the Term.
- b. The Customer(s) shall be responsible for the cost and installation of any additional border markers requested to be placed around immovable objects (retaining walls, steps, stairs, elevated patio stones, wheelchair ramps) which may become invisible when covered by snow.

## 6. **\*\*Snow Storage\*\***

a. In the event there is inadequate space on the Subject Property for snow storage, the Customer(s) agree the Contractor may either use space on the edges of the driveway or make arrangements with a neighbor.

## 7. **\*\*Excluded Services\*\***

a. The following services are excluded from Snow Clearing Services and will not be provided:

- i. Stacking of snow
- ii. Hauling of snow
- iii. Removal of snow
- iv. Sanding
- v. Salting
- vi. De-Icing
- vii. Removal of hard-packed snow
- viii. Removal of snow humps at the bottom of the driveway
- ix. Scraping of Serviced Area down to the asphalt
- x. Scraping snow slush and uneven driveways caused by warm weather.

## 8. **\*\*Walkway Services\*\***

a. Walkway shoveling services are excluded from Snow Clearing Services unless otherwise agreed to in writing.

b. Provided walkway services are agreed to:

- i. Walkway shoveling will be performed separately from the main Snow Clearing Services and will be provided at the end of each snowfall of five centimeters (5 cm) or more.
- ii. Walkway services do not include the removal of snow accumulation resulting from roof cleaning, drifting snow, or the removal of ice from the walkway resulting from freezing rain, sleet, or compaction.
- iii. Shoveling of snow in front of garage doors as well as the front steps/walkway is included with walkway services.
- iv. Shovel crews may take up to a minimum of 24 hours following the end of a snowfall to complete their routes.
- v. Should salting or sanding of walkways be specifically included in this Agreement such salting or sanding shall not create liability for the Contractor under the Occupier's Liability Act.

## 9. **\*\*Payment\*\***

a. All estimates, quotes, and promotions are valid for acceptance by the Customer(s) within thirty (30) days only.

b. The Customer(s) agree to pay to the Contractor according to one of the following payment schedules:

i. One payment on or before the commencement of the Term (November 1st).

ii. Two payments: Fifty percent (50%) of the balance on or before the commencement of the Term (November 1st) and the remaining fifty percent (50%) of the contracted balance on or before January 1st.

iii. Three payments: One-third of the balance on or before the commencement of the Term (November 1st), one-third on or before January 1st, and one-third on or before March 1st.

iv. Four payments: One-fourth of the balance on or before the commencement of the Term (November 1st), one-fourth on or before January 1st, one-fourth on or before March 1st, and one-fourth on or before April 1st.

v. Five payments: One-fifth of the balance on or before the commencement of the Term (November 1st), one-fifth on or before January 1st, one-fifth on or before February 1st, one-fifth on or before March 1st, and one-fifth on or before April 1st.

vi. Six payments: One-sixth of the balance on or before the commencement of the Term (November 1st), one-sixth on or before December 1st, one-sixth on or before January 1st, one-sixth on or before February 1st, one-sixth on or before March 1st, and one-sixth on or before April 1st.

c. Any cheques returned as non-sufficient funds, bounced payments by credit card, or chargebacks will incur an additional administrative fee per occurrence.

d. A nonrefundable fee of \$100 will be charged for any contracts that are accepted.

e. Any and all payments made under this Agreement are non-refundable to the Customer(s) under any circumstances including the termination of the Agreement by the Customer(s), excluding the terms outlined in the contractor's guarantee.

## 10. **\*\*Additional Fees\*\***

a. In the event snow accumulation in excess of 400 cm occurs, the Customer(s) agree to pay additional fees on a per-centimeter basis calculated as follows:

i.  $[\text{Contract Price}] \div [400 \text{ cm}] = [\text{additional price per cm}] \text{ times } [\text{amount of cm}]$

ii. Example: (based on a contract value of \$500.00 and 100 extra centimeters)  $\$500 / 400 \text{ cm} = \$1.25/\text{cm} \times 100 \text{ cm} = \$125.00$

## 11. **\*\*Fuel Surcharge\*\***

a. The Parties acknowledge at the time of executing this Agreement fuel prices are approximately \$1.70 per liter.

b. In the event fuel prices rise to \$2.00 per liter at any time during the Term the Customer(s) agree to pay a one-time surcharge of \$25.00.

## 12. **\*\*Payment Deadline\*\***

a. The Customer(s) agree to pay any and all additional fees on or before April 31st of the contracted year.

## 13. **\*\*Interest\*\***

a. Any overdue payments will accrue monthly cumulative interest at the rate of 2% per month.

#### 14. **\*\*Customer Credit\*\***

a. The Contractor shall provide to the Customer(s) a \$50.00 credit toward their next Snow Clearing Services Agreement provided that:

- i. A total accumulation of less than 200 cm occurs during the Term; and
- ii. The Contractor performed twelve (12) or less visits to the Subject Property during the Term.

#### 15. **\*\*Contractor's Guarantee\*\***

a. In the event the Customer is dissatisfied with the Snow Clearing Services, the Customer shall be entitled to terminate this Agreement and receive a refund of all amounts paid to the Contractor for the Term.

b. The Customer's right of termination and refund is conditional upon all of the following conditions being met:

- i. The Customer must have executed this Agreement on or before December 1st of the Term;
- ii. The Customer must have made payment to the Contractor according to the payment options highlighted in section 9b of this contract;
- iii. The Customer must notify the Contractor in writing of their intention to terminate this Agreement within 24 hours of receiving the first Snow Clearing Service of the Term.

#### 16. **\*\*Customer(s) Responsibilities\*\***

a. Prior to the commencement of the Term, the Customer(s) agree to remove any removable lamppost lights and/or portion of the lamppost (ex. the lamppost tops).

b. The Contractor shall not be responsible for the repair, replacement, or cost for any damaged removable lampposts or lamppost lights that have not been removed by the Customer(s) prior to the commencement date of the Term.

c. The Customer(s) agree to provide the Contractor with a minimum of 12 ft of clearance for any Serviced Areas (save for walkways). In the event there is not at least 12 ft of clearance (under low-hanging tree branches, in carports, or under low-hanging eaves or any other area) the Contractor shall not be responsible for providing any Snow Clearance Services to that portion of the Serviced Area.

d. The Customer(s) shall be responsible for removing any and all chattels/items from the Serviced Area prior to each snowfall.

e. The Contractor shall not be liable for any damage caused to removable chattels/items left in the Serviced Area (including basketball nets, garbage/recycling bins, plant pots, bikes, skis, toys, hockey nets/sticks, extension cords, and Christmas lights).

f. The Customer(s) shall rotate and/or remove any basketball nets overhanging the Serviced Area so that there is at least 12 ft of clearance.

g. The Customer(s) shall also, prior to the commencement date of the Term:

- i. Remove any gutter downpipe extensions interfering with the Serviced Area; and
- ii. Hammer down or remove any elevated water main caps interfering with the Service Area.

h. In the event the Customer(s) fail to comply with any term in this section, the Contractor shall not be responsible for Snow Clearing the interfered area at the time of providing Snow Clearing Services.

i. The Customer hereby agrees to accurately disclose the size of the Serviced Area to the Contractor prior to the commencement of this Agreement. In the event the Customer misrepresents the size of the Serviced Area, the Contractor shall be entitled to rescind the Agreement or charge an additional fee.

## 17. **\*\*Vehicles\*\***

a. In the event vehicles are parked in the Serviced Area during Snow Clearing, the Contractor shall only perform Snow Clearing from accessible Service Areas that open onto a public roadway.

b. The Contractor is not responsible for repeat Snow Clearing Services in the event the Customer(s) fail to remove their vehicles after having been alerted to do so.

## 18. **\*\*City Services\*\***

a. The Customer(s) acknowledge the Contractors are not associated in any way with the Corporation of the City of Sault Ste. Marie municipal snow services and do not guarantee in any way when or how municipal services shall be provided to the Customer(s).

b. In the event the Corporation of the City of Sault Ste. Marie cuts the municipal streets of hard-pack snow, the Customer(s) may contact the Contractor to request snow-clearing services to remove the same.

## 19. **\*\*Waiver of Liability / Indemnification\*\***

a. The Contractor is not liable, responsible, or accountable to the Customer(s) for:

i. Any damage to the Customer(s) lawn, flower beds, trees, or garden;

ii. Any rocks, sand, or debris that is blown onto the Customer's lawn as a result of snow-clearing services;

iii. Scratches, marks, rust, chips, cracks, or any other damage of any kind to the Customer's driveway or Serviced Areas whether arising as a result of uneven asphalt or uneven interlock surfaces or otherwise.

b. The Contractor shall not be responsible in any way whatsoever for slippery or icy conditions and excludes any and all liability whatsoever under the Occupier's Liability Act.

c. The Customer(s) agree to indemnify the Contractor from any claims that may arise as a result of slippery, icy, dangerous, or defective conditions at the Subject Property or Serviced Areas.

d. The Customer(s) agree to obtain a policy of General Home Insurance during the Term and guarantee to the Contractor the policy of insurance is satisfactory to cover any claims under the Occupier's Liability Act.

e. Notwithstanding any other term in this Agreement, including if the Contractor has agreed to provide sanding and/or salting services to the Customer(s), the sanding and salting of the driveway or any other Serviced Area to a safe condition shall be the sole responsibility of the Customer(s).

## 20. **\*\*Limitation\*\***

a. In the event the Contractor causes any property damage to the Customer, the Customer must notify the Contractor within 48 hours, failure of which the Contractor is hereby relieved and released of any and all liability for such damage.

b. In the event the Contractor is held liable for any reason related to this Agreement, the Contractor's liability shall be limited to a maximum of \$1,000.00 per occurrence/claim.

## 21. **\*\*Termination\*\***

a. In the event the Customer(s) breach any term in this Agreement, the Agreement shall, at the discretion of the Contractor, be null and void.

## 22. **\*\*Re-location\*\***

a. In the event the Customer(s) re-locate or sell the Subject Property, the Agreement shall not be canceled, refunded, or terminated.

b. The Customer(s) may assign the Agreement to the new owner or request the Agreement be transferred to a new property within the Contractor's service area and the new Serviced Area is the same size.

## 23. **\*\*General Terms\*\***

a. The Customer(s) covenant to pay the Contractor's full costs of enforcement of the terms of this Agreement including the cost of lawyer fees, registration fees of Construction Liens, and disbursements.

b. The Customer(s) further agree to pay any award of damages and all legal fees of the Contractor for defending any claims made by the Customer(s) or any third party related to the terms of this Agreement.

c. The Contractor reserves all rights as may be available to it under the Construction Act, R.S.O. 1990, C.30.

d. If any term in this Agreement is deemed invalid or unenforceable, that specific term shall be severed and the remainder of this Agreement remains in full force and effect.

e. This Agreement constitutes the entire Agreement between the parties.

f. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.