

Definitions

1. In this Agreement:
 - a. “*Contractor*” means Sault Northern Landscaping Corp. and no other company, individual, or person in substitution for Sault Northern Landscaping Corp.;
 - b. “*Customer(s)*” means the parties to whom the Contractor has agreed to provide materials and/or services and for whose particulars are further described and detailed in this Agreement.
 - c. “*Serviced Area*” means the driveway or any other area located at the Subject Property for which Snow Clearing services have been agreed to be provided under “*Services*”.
 - d. “*Snow Clearing*” means the blowing or removal of snow from a described physical area to any permissible nearby area including, but not limited to, the Customer(s) lawn.
 - e. “*Subject Property*” means the lands and premises owned or occupied by the Customer(s) for which the Contractor has agreed to provide materials and/or services.
 - f. “*Term*” means the period commencing on November 1st and ending the earlier of either; April 15th or upon the accumulation and removal of 450 centimeters of snow for the season as calculated by Environment Canada for the serviced geographical area.

The Parties

2. The parties acknowledge and agree any and all contracts or Agreements herein made are as between the Customer(s) and **Sault Northern Landscaping Corp. o/a Northern Snow**.

Subject Property

3. The Customer(s) represent and warrant they are the registered legal owner(s) of the property for which services and/or materials have been agreed to be provided. In the event the Customer(s) are not the registered legal owner(s), the Customer(s) represent and warrant they have the express, implied, or ostensible authority to contact on behalf of the owner(s) or are otherwise contracting on the owner(s) behalf with the full and informed consent of the owner(s).
4. The Customer(s) agree to grant the Contractor a license to attend upon the Subject Property at any time during the Term for the purpose of providing the agreed upon Snow Clearing services to the Subject Property.

Time of Service

5. During the term, the Contractor shall provide Snow Clearing services to the Subject Property’s Service Area following the accumulation of approximately five centimeters (5cm) of snow fall. Such Snow Clearing Service shall include, without additional charge, any follow-up visits after City ploughs and repeat Snow Clearing following heavy and prolonged snow falls.
6. The timing of Snow Clearing service visits will vary from time to time depending on the nature of each snow fall / storm.

Markers

7. The Contractor will install two border markers on the street side of the driveway prior to the commencement of the Term. The Customer(s) shall be solely responsible for the supply and installation of any additional markers requested to be placed around immovable objects including, but not limited to, retaining walls, steps, stairs, elevated patio stones, wheelchair ramps, which may become invisible when covered by snow.

Snow Storage

8. In the event there is inadequate space on the Subject Property for snow storage, whether it be at the onset of the season or as the season progresses, the Customer(s) agree to allow the Contractor to use space on the edges of the driveway or to make alternative arrangements for snow storage with an adjoining neighbour.

Excluded Services

9. The following services are expressly excluded from the scope of included Snow Clearing services to be provided by the Contractor and shall only be included if expressly agreed to in writing by the parties: *Stacking of snow; Hauling of snow; Removal of snow; Sanding; Salting; De-Icing; or Hand Shoveling.*
10. Notwithstanding any other term in this Agreement and unless expressly otherwise agreed to in writing, the Contractor shall not be responsible for performing the following services: removal of hard packed snow on the Service Area, removal of a snow humps at the bottom end of the driveway, or scraping of Serviced Area down to the asphalt.

Walkway Services

11. If walkway services are expressly agreed to be included in this Agreement:
 - a) Walkway shoveling service shall be performed separately from the main driveway service and will begin at the end of each snowfall of five centimeters (5 cm) or more.
 - b) This service does 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.
 - c) Shoveling of snow in front of garage doors as well as the front steps/walkway is included with walkway services, however, if requested by the Customer(s) to shovel excessively large porch areas or back decks such service may entail additional charges.
 - d) Shovel crews may take up to 24 hours from the end of the snowfall to complete their routes.
 - e) Should salting or sanding of walkways be included in this Agreement, the Contractor shall perform adequate salting and sanding of the walkways. Such salting or sanding shall not create liability for the Contractor under the *Occupier's Liability Act*.

Payment

12. All estimates and/or quotes, until accepted, are valid for a limited period of thirty (30) days after which this Agreement shall be deemed null and void unless otherwise agreed to in writing by the parties.
13. The Customer(s) agree to pay to the Contractor:
 - a. The entire contracted balance on or before the commencement of the Term on or before November 1st; or
 - b. Fifty percent (50%) of the contracted balance on or before the commencement of the Term on November 1st and the remaining fifty percent (50%) of the contracted balance by postdated cheque dated on or before February 1st.
14. Any cheques which are returned as non-sufficient funds will incur an additional administrative charge of \$30.00 per occurrence.
15. Any and all payments made under this Agreement are non-refundable to the Customer(s) under any circumstances including, but not limited to, termination of the Agreement by the Customer(s).

Additional Fees

16. In the event snow accumulation in excess of 450 cm occurs, the Customer(s) agree to pay additional fees on a per-centimeter basis calculated as follows:

Example: (based on a contract value of \$500.00 and 100 extra centimeters)
[Contract Price] divided by [450 cm] = [additional price per cm] times [amount of cm]
\$500 / 450cm = \$1.11/cm x 100cm = \$111.00
17. The Customer(s) agree to pay any and all additional fees on or before April 31st of the contracted year.

Interest

18. If any payments due and owing under this Agreement are not received within the specified time frames, monthly cumulative interest shall begin to accrue at the rate of 2% per month on all amounts due and owing.

Customer Credit

19. The Contractor shall provide to the Customer(s) a \$50.00 credit toward their next Term, if agreed to be renewed by the Contractor and the Customer(s) provided that:
 - a. A total accumulation of less than 200 cm occurs during the Term; and
 - b. The Contractor performed twelve (12) or less visits to the Subject Property during the Term.

Customer(s) Responsibilities

20. Prior to the commencement of the Term and for the duration of the Term, the Customer(s) agree to remove any removable lamppost lights and/or portion of the lamppost (including, but not limited to, the lamppost tops). In the event the Customer(s) fails to remove the lamppost lights, the Customer(s) release the Contractor from any and all liability for damage to the lampposts caused directly or indirectly by the Contractor whether resulting from negligence or otherwise. In any event, the Contractor shall not be responsible for the repair, replacement, or cost for any damaged removable lampposts which have not been removed by the Customer(s) prior to the commencement date of the Term.
21. The Customer(s) agree to provide the Contractor with a minimum 12ft of clearance for any Serviced Areas (save for walkways). In the event there is not at least 12ft of clearance and, notwithstanding any other term in this Agreement, the Contractor shall not be responsible for providing any Snow Clearance services to the Serviced Area. More specifically, and without limiting the generality of the foregoing, the Contractor shall not be responsible for clearing snow under low hanging tree branches, in car ports, or under low hanging eaves or any other area where there is not a minimum of at least 12ft of clearance.
22. The Customer(s) shall be solely responsible for removing any and all chattels from the Serviced Area prior to each snowfall. The Contractor shall not be liable for any and all damage caused as a result of movable chattels remaining in the Serviced Area including, but not limited to, basketball nets, garbage/recycling bins, plant pots, bikes, skis, toys, hockey nets/sticks, extension cords, and Christmas lights.
23. The Customer(s) shall rotate and/or remove any basketball nets overhanging the Serviced Area so that there is at least 12ft of clearance for the Contractor to provide Snow Clearing services.
24. The Customer(s) shall also, prior to the commencement date of the Term:
 - a. remove any gutter down pipe extensions interfering with the Serviced Area; and
 - b. hammer down or remove any elevated water main caps interfering with the Serviced Area.
25. 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. Any interfered area which was unable to be serviced and is later requested by the Customer(s) to be serviced shall be at an additional charge to the Customer(s).

Vehicles

26. 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.

City Services

27. 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 those municipal services shall be provided to the Customer(s).
28. In the event the Corporation of the City of Sault Ste. Marie has cut the municipal streets of hard-pack snow, the Customer(s) shall contact the Contractor to request Snow Clearing services to remove same.

Waiver of Liability / Indemnification

29. The Contractor shall in no way be liable, responsible, or accountable in any way whatsoever to the Customer(s) or any other person for any damage caused or done whether directly, indirectly, or as a result of the negligence of the Contractor to or for:
 - a) Any damage to the Customer(s) lawn, flower beds, trees, or garden;

- b) Any rocks, sand, or debris which is blown onto the Customer's lawn as a result of Snow Clearing services;
or
- c) 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.
- 30. 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*. The Customer(s) agree to indemnify and save the Contractor harmless from any claims which arise as a result of slippery, icy, dangerous, or defective conditions at the Subject Property or Serviced Areas.
- 31. The Customer(s) agree and warrant to the Contractor they will obtain and maintain a policy of General Home Insurance during the Term and further guarantee to the Contractor such policy of insurance is satisfactory to cover any claims under the *Occupier's Liability Act*.
- 32. 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).

Limitation

- 33. In the event the Contractor is held liable for any reason whatsoever under this Agreement, the Customer(s) and the Contractor agree the Contractor's liability shall be limited to a maximum of \$1,000.00 per occurrence / claim.

Termination

- 34. In the event the Customer(s) default on the payment provisions or breach any other term in this Agreement, the Agreement shall, at the sole discretion of the Contractor, be deemed null and void.

Re-location

- 35. In the event the Customer(s) re-locate or sell the Subject Property, the Agreement shall not be cancelled, refunded, or terminated. The Customer(s) may, however, assign the Agreement to the new owner or request the Agreement be transferred to a new property within the Contractor's service area.

General Terms

- 36. The Customer(s) covenant to pay the Contractor's costs of enforcement or defence to any term of this Agreement, any constructions liens, or any term herein including, but not limited to, the cost of lawyer fees, registration fees, and disbursements on a full-indemnity basis.
- 37. The Customer(s) further agree to pay any court ordered award of damages and all legal fees of the Contractor for defending any claims made by the Customer(s) or any third party as against the Contractor for anything relating to this Agreement or the providing of Snow Clearing services under this Agreement.
- 38. The Contractor reserves all rights as may be available to it under the *Construction Act*, R.S.O. 1990, c. C.30.
- 39. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 40. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreements, negotiations, discussions and understandings, written or oral, express or implied, between the parties with respect thereto. There are no representations, warranties, conditions, other Agreements or acknowledgments, whether direct or collateral, express or implied, that form part or affect this Agreement, or which induced either party to enter into this Agreement or on which reliance is placed by either party, except as specifically set forth in this Agreement.
- 41. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.