

# SEASONAL SNOW CLEARING AGREEMENT

JMLANDSCAPING.CA | 416 949 3123 | 20 DOGWOOD CRES, SCARBOROUGH

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Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_ City: \_\_\_\_\_

Customer Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## **Parties**

This Agreement is made and entered into this \_\_\_\_\_ day, in the Month of: \_\_\_\_\_ 2014, by and between,

“ \_\_\_\_\_ ”, (Hereinafter referred to as Customer), and “JM Landscaping”  
(Hereinafter referred to as Contractor) for work to be performed at the following location(s)

\_\_\_\_\_ (Hereinafter referred to as Property)

Contractor shall supply labor and equipment necessary to perform work as outlined in this agreement.

## **Definitions**

For the purposes of this Agreement, a Snow fall officially begins when 2 inches or more of snow has accumulated upon Property, continues while snow accumulates upon Property, and ends only when the continuous accumulation of snow upon Property has ceased for a period of 2 hours. Where Customer and Contractor cannot agree as to whether or not a Snow fall occurred in any particular circumstance, the records, warnings, and forecasts of Environment Canada for the location nearest the Property will be utilized to determine event classification. Clearing involves moving snow from the snow clearing areas to the perimeter of those areas. Snow Clearing will be done through plowing or shovelling. “Clear” has a corresponding meaning.

## **General Conditions**

1. Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, Worker's Compensation at statutory limits, and automobile liability covering all vehicles, equipment and their operators.
2. Customer understands that snow clearing, by its very nature, involves pushing a steel blade over the surface of the pavement. If your pavement is defective, deteriorated, weakened, frost heaved, or, was installed improperly; the results of this previous damage are more likely to appear after snow clearing.
3. Contractor is responsible for and shall restore at it expense all damage to the property of the owner caused by the Contractor in the performance of work which damage was not reasonably foreseeable as a consequence of the Contractors performance of this agreement. Customer acknowledges that some damage to the property is reasonably foreseeable as a consequence of the Contractors performance of this agreement. Such reasonably foreseeable damage includes but is not limited to, damage to concrete, paver bricks, hardscapes, blacktop surfaces, asphalt, sod and planting materials due to the application of salt products and surface damage to curbs, asphalt, interlock and concrete due to clearing and chipping of snow and ice.
4. Customer understands that snow clearing or ice control of a particular location may not clear the area to "bare pavement" and that slippery conditions may continue to prevail even after snow clearing or ice control work have occurred. The Customer understands that Contractor assumes no liability for this naturally occurring condition. The Customer is aware that weather conditions may change rapidly and without notice and that Contractor assumes no liability for such changes in conditions. During operations and after completion of operations.

5. In an effort to minimize damage from salt Contractor shall at his sole discretion apply Salt for ice management to the Property as required. In determining whether or not to apply salt in any particular circumstance, Contractor shall act reasonably, shall monitor the weather in the vicinity of the Property and shall apply the standards of the snow and ice maintenance industry. Customer acknowledges that the application of salt to ice or snow on the Property will not and cannot result in the immediate or complete removal of ice from the Property. Contractor provides no guarantee or warranty that the application of salt will be effective in eliminating ice in any particular circumstance. Contractor is not responsible for ice that forms caused by melting and refreezing after work was originally provided. Contractor will not be responsible to apply salt unless the salt is commercially and reasonably available to Contractor.
6. If Contractor is delayed in the performance of any portion of the Work by the presence of any vehicles, structures or equipment on the Property which interfere with Contractor's ability to perform the Work, or by an act or omission of the Customer, or by the application of a Municipal By-Law, or by a stop work order (providing the order was not issued as a result of an act or omission of Contractor), or by labour disputes, lock outs, fire, or by any other circumstance reasonably beyond the contractor's control including heavy winter conditions, then the time for the performance of that portion of the Work shall be extended until such time as the Contractor is no longer so delayed. Contractor shall not be responsible for any damages or losses caused by the failure of Contractor to perform that portion of the Work during the time that Contractor was so delayed.
7. Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement by the Contractor, or by anyone for whom the Contractor is responsible in law, in the performance of this Agreement and provided that the Contractor is given notice of the claim by the Customer within a reasonable time following the occurrence but in any event within 48 hours of the Customer first acquiring knowledge of the circumstances of the claim. The Customer expressly waives the right to claim against for, or be indemnified by the Contractor from and against, any other claims and further agrees to indemnify and hold harmless the Contractor, its agents and employees from and against any claim for damages which are not caused by the negligence or breach of this Agreement by the Contractor, or by anyone for whom the Contractor is responsible in law.
8. Customer expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Property.
9. If any Snow fall begins within 24 hours following the end of another Snow fall, Contractor shall perform the work as quickly as possible; however no time deadlines or performance guarantees can be given. Contractor will monitor widespread weather conditions and act in accordance with the standards and customs of the snow maintenance industry to perform the Work as quickly and safely as possible.

## **Specifications**

1. If possible customer will keep snow clearing areas clear of vehicles, debris, dumpsters, and various other items to ensure thorough snow clearing. It is the Contractor's policy to stay a minimum of 24 inches away from garage doors and all vehicles parked in the snow clearing area. If a vehicle is blocking the area to be cleared, the Contractor will only clear the open portion of the area. If Contractor is called back to clear the remainder of the area where vehicles, debris, dumpsters or various other items had been in the way Customer will be billed an extra work fee of \$40.
2. Contractor shall provide work as outlined in this agreement for all snow falls between Nov 15<sup>th</sup> and April 15<sup>th</sup>.
3. Snow will be cleared once within 12 hours after the end of a snow fall. A return trip may be necessary to remove snow left at the bottom of Property driveway by the city plow. The return trip to remove snow left by the city plow may or may not be removed within 12 hours after the snow fall has ended.
4. Contractor may install marker stakes along Customer driveway to help protect the lawn and landscape from damage.
5. When salt is applied it will be applied one time after a snow fall, after Contractor has cleared snow from Property.

6. Customer acknowledges that this agreement does not include work for any freezing rain or sleet where snow accumulation is less than two inches and that it is the sole responsibility of Customer to monitor Property for such conditions and to notify Contractor of the need for any extra work for salt applications as required. The fee for extra work for snow accumulation less than 2 inches for one salt application is \$50.
7. Snow will not be removed from Property by Contractor. Contractor will stack snow on Property to the best of his ability to minimize height of snow piles (snow banks). Contractor will act in accordance with the standards and customs of the snow maintenance industry to perform snow stacking (snow piling) as safely as possible. Contractor cannot guarantee a safe “visible” passage for vehicle’s or pedestrians entering or exiting Property driveway or travelling the roadway. If snow piles (snow banks) become a safety hazard to the general public or Customer than Customer is responsible for removing snow from Property.

**Work to be performed by contractor**

| WORK                                 | YES/NO |
|--------------------------------------|--------|
| DRIVEWAY SNOW CLEARING               |        |
| FRONT WALKWAY & STAIRS SNOW CLEARING |        |
| SIDE WALKWAY & STAIRS SNOW CLEARING  |        |
| CITY SIDEWALK SNOW CLEARING          |        |
| SALT FOR ICE MANEGMENT               |        |

**Pricing**

The total cost for work to be performed by Contractor is \$ \_\_\_\_\_ per visit.

The total cost with tax is \$ \_\_\_\_\_ per visit.

**Payment** (Credit Card, Email Transfer)

Customer will be invoiced at the end of every month or every two weeks from service start date. Due to snow fall being unpredictable the Contractor will determine billing period throughout the season. *(Example; if it snows 5 times within 2 weeks we will bill after the 2 week period. If it snows 4 times in 3-4 weeks than we may wait to bill after a one month period.*

**Terms**

1. Terms are Net 10 with a 10% charge per month on all balances 10 days past due. Customer agrees to pay all costs associated with collecting past due balances including, but not limited to, any and all attorney's or collection agency's fees. Any NSF, bounced or cancelled cheques will be subject to a \$50 administration fee.
2. Contractor will not perform work until any past due balances are paid in full.
3. Extra work is invoiced the day work is completed and due within 3 days of the invoice date.

