



142 River Street
Seagrave, Ontario
L0C 1G0
905-424-3440

Residential Snow Clearing Service Contract

This agreement, issued into this ____ day of _____ in the year 2011 by and between,

COTTER LANDSCAPING and _____

- Service Period:** Service will be provided November 1st, 2011 through April 15th, 2012.
- Snow Clearing:** Service will be provided for snowfalls in excess of 1.5 inches at the Clients above mentioned address.
Actual time of day may vary.
- Snow Removal:** This contract does not include the hauling, relocating or removal of snow on or from property.
- Ice Control:** Not Included.
- Landscape Repair:** Contractor will repair lawn and landscape damage caused to property as a direct result of snow plowing, to its previous condition.
- Area(s) to be Serviced:** Driveway (unless specified otherwise) of the Clients above mentioned address.
- Walkway:** Initials indicate if walkway s included _____.

Payment and Cost:

Client agrees to pay Cotter Landscaping a total sum of \$_____ plus HST
A payment of 50% (\$_____) plus HST of the above amount is due by November 1, 2011.
The remaining 50% (\$_____) plus HST is due by January 1st, 2012.
5% Discount will be applied for account paid in full before November 1st, 2012.

Contractors Signature of Acceptance

Clients Signature of Acceptance

Dated:_____

Dated:_____

Terms and Conditions:

- After a snowfall of 1.5 inches or more snow clearing activities will commence, with a follow-up visit being performed after city plows have passed. Additional cleanings may be provided during prolonged, heavy snowstorms and after sidewalk cleaners have passed. The timing of service visits will vary from storm to storm, depending upon the timing of the snow. The contractor shall be permitted to provide snow clearing services from your property at any time of the day or night.
- Contractor will place marking stakes on the Clients property not to be moved or removed for the duration of the service period.
- It is the Clients responsibility to remove the car(s) from the driveway as soon as possible, 10:00 am, the latest. This is so the Contractor can have full access to the Clients driveway for proper finishing. If the Client fails to do so and as a result, requests supplementary snow removal, additional charges of \$25.00 will apply.
- The Client is responsible for keeping the driveway free of ice build-up, by throwing down salt or other type of abrasive before every snowfall. As such the Contractor will decide to clear the driveway or not depending on the condition of the driveway. The Contractor is not responsible for any damage caused by a tractor which may slide due to an icy surface.
- Contractor will not be held responsible for any damage caused to or caused by property that is not visible to the operator prior to or during time of service.
- Contractor will not be held responsible for any damage caused to or areas immediately adjacent to the driveway, resulting from poor or improper construction, maintenance, or other such conditions.
- Contractor reserves the right to delay services (without penalty) and the Client understands Contractor cannot be held responsible for delays or damages as a result of, natural or man-made disasters, severe or unworkable weather conditions, health risks, "Acts of God", or any other influences beyond our immediate control. Service may not be provided during driving bans.
- Accounts past due will not be plowed until account is brought up to date. A 2% finance charge per month will apply on all overdue balances, minimum \$2. Client is liable for all expenses related to the collection of past due accounts: including but not exclusive of, bank charges, attorney fees and court costs. There will be a \$30. Fee for returned cheques.
- Client understands that plowing of a particular location may not clear the area to "bare pavement" and that slippery conditions may prevail. Client agrees to indemnify and hold harmless contractor including the reimbursement of reasonable attorney fees and costs of defense, of any third party, relation, employee or customer for any personal injury, bodily damage, destruction or damage of tangible personal property occurring on Clients property.
- Illegal provisions not affecting legal provisions: whatever item in the agreement is found to be contrary to any local, state or federal law shall be considered null and void, just as if it had never appeared in the Agreement, and it shall not affect the validity of any other item in the Agreement.
- This agreement constitutes the entire agreement between the Client and contractor with respect to the subject matter contained herein, no modification, alteration, or amendment, of any of the terms or conditions contained herein shall be effective unless and until forth in writing, duly signed by both parties.

Contractors Initials _____ Clients Initials _____