

**CORNWALL SNOW (CS) TERMS AND CONDITIONS**

**Residential – Commercial – Vacation - Renewals:** It is understood that the terms “Client” and “Customer” refer to the party requesting service. CS refers as provider of service. The term of this contract is from Nov 1st – March 31 or up to a total accumulation of 300 cm of snow as stated by Environment Canada. The customer agrees to pay a surcharge for additional amount of snow should service be requested. **Snow clearing will commence at an accumulation of 5cm or more.** CS may conduct clearing under 5cm if freezing conditions could occur, this decision is made by CS Staff on a time to time bases. Ongoing snowfalls will require repeat cleaning, a quick pass may be done to accommodate everybody. CS will finish up with a full complete pass near the end of the fall, CS must be permitted access to your property at any time of the day or night. It is understood and agreed by client some noise will result during the operation. The client understands this is weather related (I.e.: when the snow starts, rate of accumulation) CS will return after city snow plows and in drifting areas. Any special instructions must be clearly stated on this contract and initiated by both parties. It is the client’s responsibility to provide space for the snow piling. No loading or snow transportation, salting, de- icing or hand shoveling is included in this contract unless otherwise stated and agreed to. The customer understands that it is his/her responsibility to ensure that no articles. (Toys, shovels, extension cords, dog leashes, drain spouts, garbage bins/bags etc.) are in the designated snow removal area. The customer ensures no overhead extensions/electrical wires or clothes lines are below 9’ or within the snow removal area. **CS shall not be held responsible for damage to this articles, or damage caused by snagging any wires or lines or service required to restore said wires/lines. CSR shall not be held responsible for any damages caused by loose or poor condition asphalt/concrete. CS shall not be held responsible for any damages arising from scraping, scratching or rusting of the driveways. Downward sloping or inclined driveways/laneways will require salting and/or sanding which is the client responsibility. It is understood and agreed by the client that refusal or delay of such action CS will not be held responsible for any accumulation left behind because of any unsafe condition. CS shall not be responsible for damages caused to borders, retaining walls cars or gar age doors caused by sliding snow removal equipment arising from icy/unsafe conditions. It is the client’s responsibility to move their vehicle(s) within a reasonable timeframe before the final cleaning and to respect municipal bylaws.** In the event that vehicles are left in the driveway/laneway snow will only be cleared behind the vehicles. Additional services requested by the customer that cannot wait or be done during regular services may be done at an additional charge i.e.: request for cleaning when a vehicle is moved upon vacation return, or piled from a roof or walkway.) Should the client actions or inaction result in unsafe or inaccessibility to driveway/laneway. CS will not be held responsibility for any insurance claims and/or city by - law infractions. (I.e.: Fire prevention, Police – ambulance service.) Markers will be provided by CS at each driveway accessing the roadway. CS may also mark any other obstruction and/or end of the driveway/laneway. It is the responsibility of the client to install additional markers should client have additional concerns. Markers will be removed within 10 days from the date of last snowfall.

**SLIPS AND FALLS: CS is not responsible for any form of slips and falls due to slippery conditions before or after clearings. CS does not apply salt or abrasion so you as the customer are responsible to make sure areas for walking are salted or sanded. CS will not be held responsible for any slips and falls.**

**Damage:** CS will not be held responsible for lights or light poles which are not on during heavy snow falls . While CS endeavors to take extreme precaution to preserve and protect your landscape, we will not be held responsible for any debris, gravel, loose sod, paving material lifted and displaced by the equipment or any object or protrusion hidden by snow, but not limited to, bedding, plants, decorative stone, curbing, fencing, and hedge. Any Shrubbery, tree, hedge, or decorative plant that is within proximity to snow piling areas, must be protected and identified by client. Retaining walls of any sort big or small must be marked by customers CS will take no responsibility for damages if left unidentified. Identification may/shall mean by marker, and/or identifying to driver and/or noted as special note on this contract. Failure of such action may result in damage to which CS is not liable. **CS DOES NOT SUPPLY DRIVEWAY MARKERS WITH EXCEPTION TO 2 AT ENTRANCE OF DRIVEWAY.** In consideration of the above, any

damage caused by the negligence of a CS driver shall be the responsibility of CS to repair or replace. It is understood that any damage repair will be done in the springtime to ensure a proper repair be done to the satisfaction of the client. Unless operation of a garage door is affected. (It is within CS’s discretion to utilize a subcontractor) CS is fully insured.

**Refunds, Cancellation and General liability:** In default of any payment or breach of any of these conditions herein on the part of the client, this contract shall be rendered null and void. CS shall be released from all liability for services at that time and shall not be required to perform any further services under this agreement. Payment or 1<sup>st</sup> payment is non-refundable after driveway markers have been installed. However refunds in cases of emergency, death or humanitarian reasons will be considered on a per client basis, and may be pro-rated as per service already rendered or by date. Cancellation/refund of this contract will be in respect of any federal/provincial laws governing such. **Returned Cheques (NSF) will incur a fee of \$30 per item**, and will be payable within 30 days. Any discount or referral payment will be paid once terms are met. Referral discount may be applied to amount owing. Any late payment may void any discount and/or referral discount. **Any past due amount will incur a 2% per month interest fee applicable to full outstanding amount included tax.** Transfer of service may be done to follow the client, considering CS service is available in the new area. Additional prorated charges may be applicable should the new service be a different driveway type. There is no transfer fee. Transfers cannot be done between anyone else. CS retains the right to refuse service to anyone. Any liability on the part of CS or its subcontractors shall be limited only to any damage to the client’s property at the time of the incident. CS cannot be held responsible for any losses suffered by the client or any other persons on the client’s property as a result weather conditions, or services performed by CS. To further, CS and its owners, employees, shall not be held liable for any personal discomfort, temporary loss of use enjoyment of property, or income loss experienced due to client’s decision to hire Cornwall Snow.

**Harassment/Verbally Abusive Behavior:** All form of violent behaviors will not be tolerated and simply will result in cancellation of contract and a zero refund.

**BY SIGNING OR SENDING E-TRANSFER AND/OR ANY FORM OF PAYMENT YOU UNDERSTAND OUR TERMS STARTING FROM THE DATE OF SIGNATURE OR PAYMENT FOR AS LONG AS CORNWALL SNOW PROVIDES SERVICE FROM PRESENT YEAR AND YEARS FOLLOWING.**

PRINTED NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_