



TERMS & CONDITIONS

ADDITIONAL PROVISIONS. Unless otherwise specified herein, the following additional provisions are expressly incorporated into Services provided.

1. Specifications, Permits and Fees. The work described in this Proposal/Contract shall be done according to the Lawn Maintenance Service Plan Specifications, Landscape Plant Maintenance Service Plan Specifications, and Optional Services Specifications, as applicable, as set forth in the Exhibit(s) attached hereto and incorporated herein by reference, except in the case of conflict when the provisions of this contract shall have control over the specifications set forth in said Exhibit(s). All required permits or fees will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees, etc., of any kind required by any governmental body, telephone, utility company or the like shall be paid for by Owner.

2. Property Lines. Owner is responsible to locate and inform Contractor of the location of all property lines. At Contractor's discretion, Owner may be required to provide at Owner's expense, a licensed surveyor's map of the property showing property lines.

3. Change Orders. Should Owner, lender, or any governmental body or inspector require any modification to the work covered under this Proposal/Contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his usual and customary price for such extra work. All extra work as well as any other modifications to the original Proposal/Contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this Proposal/Contract and shall be incorporated herein.

4. Delay. Contractor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner's subcontractors, extra work, acts of Owner or Owner's agent including failure of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor's reasonable control.

5. Cleanup & Advertising. Upon completion, and after collecting all debris and surplus material, wherever possible, Contractor will leave the property hardscape in a neat, blown clean condition. Owner grants Contractor the right to dispose of trash/debris generated from Contractor's work on the property into Owner's trash/garbage receptacles, otherwise, Owner agrees that Contractor may charge Owner a waste disposal fee, in addition to other fees set forth herein, to cover Contractor's costs in removing same. Owner further grants Contractor the right to publish the project street address on a "references" list which may be given to prospective customers. Contractor and its advertising/marketing representatives retain the right to photograph the work they have performed for the purpose of their website and/or company marketing materials, without remuneration or reimbursement to the client.

6. Unanticipated Conditions & Concealed Damage/Acts of God.

Expense incurred because of unusual or unanticipated conditions shall be paid for by Owner at end of work (conditions such as, but not limited to, ground conditions that require fill, or unusually hard soil, rocky soil or the presence of ground water, significant snow). Contractor will inform Owner of unanticipated condition(s) and concealed damage which is discovered during the course of work. Contractor shall not be responsible for any damages caused to the property and irrigation systems or work performed by the Contractor because of the elements, acts of God, acts of third parties, including the owner or occupant or any other damages resulting from actions beyond the Contractor's control, to include act of terrorism or war. Contractor is not responsible to repair any such discovered deterioration or condition and any work done by Contractor to remedy such will only be done as extra work pursuant to a written change order.

EXHIBIT A

7. Authorization / Release for Delivery / Removal of Materials. Owner hereby authorizes Contractor, Subcontractors, Suppliers, Delivery Companies, and/or Waste Removal Companies to enter upon Owner's property for the purpose of delivering or removing materials and/or waste from the subject property. Owner further acknowledges that due to the weight of equipment

and/or materials, potential damage may occur to the driveway and/or surfaces the equipment or materials are driven or placed upon during the project. Accordingly, Owner does hereby release and hold harmless Contractor, Subcontractors, Suppliers, Delivery Companies, and/or Waste Removal Companies or any other company delivering or removing equipment, materials, or waste from all damage which may occur to the driveway and/or any other surfaces on the property.

8. Insurance. Contractor will maintain comprehensive general liability insurance insuring Contractor's liability for bodily injury, death, and property damage. Contractor will require its subcontractors to similarly provide said insurance. Proof of insurance shall be provided to Owner upon request.

9. Collection/Legal Fees. Owner agrees to pay all reasonable costs Contractor incurs to collect this debt. This includes, unless prohibited by law, all reasonable attorney's fees, filing fees, court costs, collection agency costs, service fees, and other related collection costs or contingencies. Owner understands that if any unpaid balance is turned over to Contractor's collection agency that a fee ranging from 30%-50% will be added to the total balance due. Owner hereby give Contractor or any of its agents or assignees to whom Contractor turnover any unpaid balance permission to obtain a report from a credit reporting agency and to take reasonable steps to verify Owner's credit and or employment information. Owner gives Contractor or any of its agents or assignees to whom Contractor turnover any unpaid balance to contact Owner regarding this transaction or any future transaction at any telephone numbers of which they are aware including cellular telephones by manually dialing, using an auto-dialer or pre-recorded message.

10. Time of The Essence. Owner and Contractor agree that time is of the essence to this Proposal/Contract.

11. Entire Agreement. The Proposal/Contract, and all exhibits and attachments, if any, contains the entire agreement of the parties and shall be binding and apply to the heirs, assigns, successors, executors, and administrators of the parties hereto.

12. Unused Material. All unused material shall remain the property of the Contractor, who shall retain full title, ownership and right of possession of and to said materials.

13. Cancellation. This agreement may be cancelled either before or after commencement of the work by either party by giving thirty (30) days written notice to the other. In the event of such cancellation, Owner agrees to pay any outstanding balance owed to Contractor, and to reimburse Contractor for the cost of all materials purchased and/or ordered specifically for the job, at the delivered cost of the job. Further, Owner agrees to reimburse Contractor for any restocking or return charges incurred by Contractor in returning unused materials to any of Contractor's suppliers or materialmen.

14. Necessity of Signature. The Proposal/Contract is binding when the Owner's signature(s) are affixed hereto, and the Proposal/Contract is similarly signed by any of Merrill Services, Inc.'s officers, employees, or agents.

15. Acknowledgement of Receipt of Proposal/Contract. Owner agrees that he has read the Proposal/Contract, fully understands its provisions and had been given an exact and fully completed copy of the contract prior to services.

SNOW & ICE MANAGEMENT SPECIFICATIONS / OWNER RESPONSIBILITIES

Scope of Work

Contractor hereby proposes to supply labor and equipment necessary to perform snow &/or sanding & salting services:

Part I - General Conditions

1. Snowplowing operations to commence when two (2) inches, or more, of snow accumulates as determined by contractor; irrespective of time of day or day of week and including all holidays. If sanding, salting or other melting agent is included in this Agreement, operations are to commence when agreed upon in writing in advance, within a reasonable timeframe. A separate charge for this service applies. Commencements of plowing operations are at the discretion of the Contractor, based upon snow accumulations locally. Owner understands that snow accumulations may vary throughout Jefferson & Lewis counties, and that accumulation in one section of New York, the county, the city, are not necessarily indicative of the accumulations at the Property. Owner maintains the responsibility for monitoring and inspecting premises.

2. The Owner understands that plowing 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 plowing or ice control services have occurred. The Owner understands that the Contractor assumes no liability for this naturally occurring condition. The Owner 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, Owner agrees to indemnify and save harmless the Contractor, and its employees, against any and all claims by the Owner, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising on account of death or injuries to persons or damage to property, arising out of use of, or traveling at, or onto, the Property, whether or not such claim, damage, injury or death results from the negligence of Owner, Contractor or others. Owner shall defend all suits and claims arising from or incidental to the work under the Agreement, without expense or annoyance to the Contractor or its employees.
 3. It is understood that the Contractor is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles.
 4. The Owner understands that local and nationwide shortages of ice control products sometime occur; and that Contractor may not be able to acquire additional supplies or has to acquire different products at a higher cost. If such conditions arise Contractor will let Owner know if shortages and/or price surcharges on ice control products occur.
 5. INDEMNITY: To the fullest extent permitted by law, Owner shall defend, indemnify and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Owner's premises including any acts or omissions by Owner or Owner's subcontractors whether employed directly or indirectly, which occur while Contractor is not physically on premises.
 6. Contractor shall maintain appropriate insurance coverage throughout the term of this Agreement. This shall include comprehensive general liability covering bodily injury and property damage, and automobile liability covering all vehicles, equipment and their operators.
 7. The Owner is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Owner understands that snow plowing, 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 plowing. Contractor is not responsible for any damages to pavement or curbs unless Contractor has been negligent. Owner is responsible for all damage caused to and/or by hidden objects.
 8. If sidewalk snow maintenance is selected as an option: The Owner understands that the sidewalk crews may not work safely if temperature and wind conditions combined to make the wind-chill factor below (0) zero degrees Fahrenheit. The Owner agrees and understands that the Contractor reserves the right to stop working in these severe conditions (without penalty), so as not to force unsafe conditions upon our employees.
10. The Owner understands that snow may be piled in some parts of drive and lawn. If the Owner wishes the snow to be removed out of occupied spaces, hauling rates plus hourly rates will apply.

Part II - Specifications

1. The Owner must keep plowing areas clear of vehicles, debris, newspapers, and various other items to ensure a thorough plowing. It is the Contractor's policy to stay a minimum of (2) two feet away from garage doors and (3) feet from vehicles parked in the plowing area. If a vehicle is blocking the area to be plowed, the Contractor will only plow the open portion of the plowing area that can easily accessed. If the Contractor is called back to plow the remainder of the area where vehicles or debris had been in the way, the Owner will be billed at a prorated amount.
2. Snow management services shall be completed during over-night hours, after snowfall has stopped. Contractor is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, etc.
3. Contractor shall apply anti-icing chemicals, as specified in this contract, to maintain passage conditions for vehicular & pedestrian traffic at Property.
4. Icy conditions can be treated chemically.
5. Contractor may install marker stakes along Owner driveway and lots to help protect the lawn and other property from plow damage and to prevent damage to plow equipment. Owner agrees not to remove these stakes. Contractor will return following April to collect stakes.
6. Contractor is not responsible for snowbanks built up by town plows AFTER service has been rendered, nor the ice that forms caused by melting and refreezing after services were originally provided.
7. Contractor may arrive later than an agreed time as a result of, weather conditions, road conditions, etc. Owner understands and has agrees. This is not a scenario to request refunds, cancel service, etc. Refunds will not be issued.