

Snow Removal: Terms & Conditions



1. **Scope of Snow Plowing:** Arborworks will plow when 2" of snow has accumulated. This is measured by the contractor at the pavement, not to include drifts. Depending on the time of the snowfall, we attempt to service customers by 7:00 AM or 5:00 PM.
2. **Scope of De-icing:** De-icing materials of the Contractor's choice will be applied to walkway, stairway and handicap access ramp areas at the discretion of the Contractor. The decision as to when and how much material is to be applied is based on many factors including but not limited to: current ground temperature, current weather forecasts from the national weather service and future weather prediction. Customer is aware that weather conditions in the area may change rapidly and without notice.

Changes in weather conditions are considered to be an "Act of God" and the contractor assumes no liability as such.

3. **Turf Repair.** In the event that the contractor damages any turf by snow plowing, the contractor will re-seed the damaged turf in the spring season during the snow and ice maintenance program season in which the turf damage occurred.
4. **Property Damage.** The owner will report, in writing, any property damage caused by the contractor within 48 hours. The contractor will repair any timely and properly reported property damage in the spring season during the snow and ice management program season in which the property damage occurred.

Notwithstanding anything herein to the contrary, the contractor will have no obligation, and the owner waives any damages for any property damage not timely and properly reported.

5. **Limitation of Liability:** The contractor will exercise reasonable care to avoid damage to pavement, curbs, trees and shrubs. However, the contractor is not responsible for any: A) damage to landscaping caused by the piling of snow. B) Damage to items that are snow-covered or not visible. C) Damage caused by equipment when tree, shrub and sidewalk areas are not reasonably delineated due to snow accumulation. D) Personal injuries resulting from slip and fall accidents; and/or E) Acts of God, including but not limited to extraordinary weather conditions.
6. **"Event" Defined.** Any 24 hour period immediately following completion of plowing, or first plow if new customer.
7. **"Small Residential Driveway" Defined.** Any driveway no larger than 2 car widths wide and three car lengths in length.
8. **Indemnification.** The owner shall indemnify, defend and hold harmless the contractor, its owners, employees and subcontractors from and against any and all claims, damages, reasonable attorneys' fees, costs and expenses which the contractor incurs as a result of a claim or claims brought by the owner or any third party, arising out of any wrongdoing,

negligence and/or breach of contract by the owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the premises or the owner's involvement with the premises or the services, including but not limited to personal injuries resulting from slip and fall accidents.

9. **Life of Agreement:** This agreement is valid from the date it is signed until the end of the snowfall season.
10. **Payment:** For per visit agreements – Payment due at time of service. Payments can be made by made by credit card or bank account through website, or a check can be given to worker.
 - Checks should be made out to Arborworks.
 - Any invoice or scheduled payment over 10 days past due will be subject to a late fee of 15%.
 - Arborworks reserves the right to suspend service when payments become more than 10 days past due. This agreement price has been negotiated and agreed upon based on the customer's driveway/parking lot as it exists on the agreement date. In the event the customer adds additional areas, driveways, and/or paths that are suitable for snow plowing, shoveling and/or de-icing services Arborworks shall not be responsible for the care or maintenance of such additional improvements without a written change order.
 - A service charge of \$30.00 will be charged for any returned check.
 - Purchasers will be responsible for all costs of collection, including without limitation, Court costs and reasonable attorneys fee's in the event that it becomes necessary for Arborworks to resort to legal measures to collect any amount owed under this agreement.
11. **Hazards:** Customer is aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. Arborworks assumes no responsibility for slip and fall accidents or vehicular accidents as a result of this naturally occurring condition.
12. **Provision for Default and Cancellation:** Either party may terminate this agreement at any time with a 10-day advance written notice. Cancellation date will be the day such notice is received. In the event of cancellation, the customer will be responsible for all costs of services rendered up to the cancellation date. A final invoice will be sent to the customer within 30 days after notification for balance due.