

TERMS AND CONDITIONS

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1. This Agreement is made on the following terms and conditions which are mutually understood and agreed between the Contractor and the Customer. This Agreement shall not be accepted until it is signed by an authorized representative of the Contractor.
2. Any changes to the Agreement or these "Terms and Conditions" must be made by a written change order which is signed by both parties to this Agreement.
3. No changes shall be permitted to the Contractor's obligations under this Agreement without the payment of an extra charge by the Customer unless the change requested be of a character that: a) would not involve additional labor and b) would not change quantity or type of material covered in this Agreement and that such request is made before any materials have been procured or ordered by the Contractor. Said changes shall be first made in writing and signed by the parties hereto before they become effective.
4. Customer assumes full responsibility for obtaining permits for the snow plowing services, if any, unless otherwise stated on the face of this Agreement. If the Customer is not the owner of the property being snowplowed, the Customer represents and warrants to Contractor that the Customer has received the property owner's consent to the snow plowing services in this Agreement.
5. Prior to the first plowing, Contractor shall stake the Customer's driveways and roadways to be plowed. Customer, however, shall be responsible for identifying any special conditions such as exposed structures and utilities which need to be staked out and/or any objects which should be avoided by the snow plow. Customer understands that damage may occur to paved and unpaved surfaces, including driveways, walks, roadways, lawns and landscaped areas during Contractor's snow plowing services, and agrees that Contractor shall not be responsible for such damages including, but not limited to, scrapes, gouges, and broken pavement or landscaping. Contractor also shall not be responsible for any damages caused to underground utilities, cable lines, lawn irrigation heads and lines on the Customer's property. If lawn damage repair service is purchased contractor will rake, topsoil and reseed damaged lawn.
6. During the term of this Agreement, Customer shall use best efforts to clear the driveways, parking areas, and walkways from any vehicles and debris after a snowfall. If the Contractor is unable to complete the snow plowing on the Customer's property due to the presence of vehicles and/or obstacles, the Contractor reserves the rights to charge the Customer an additional fee for any additional snowplowing visits which may be required to complete the snow plowing on the property after the removal of the vehicles on site.
7. Contractor's snow plowing obligations under this Agreement are subject to and limited by severe weather conditions, material availability or shipment, strikes, acts of God, unforeseen or concealed site conditions. Should the Contractor be unable to complete the snow plowing due to such conditions, the Contractor will use best efforts to complete the snow plowing services as soon as it is reasonable to do so.
8. Contractor shall plow driveways, parking lots, or roadways so as to provide passage of vehicular traffic only. Customers shall be solely responsible to make such surfaces safe for pedestrian travel.
9. Customer agrees that in the rare event that the roads become impassable or closed by authorities and/or the snow accumulates beyond the reasonable capabilities of a ¾ ton pickup truck and plow, contractor will provide as soon as possible bobcat/loader and truck service to remove snow from driveways and push and/or pile snow on adjacent lawn areas at an additional charge of \$100 per hour for each piece of equipment with a minimum \$100 charge.
- 9a. If Customer opts out (strikes) item 9 (above), then Customer agrees and understands that Customer will be responsible, at Customer expense, to clear the snow from this event from Customer driveway. After which time, the Contractor will resume normal plowing.
10. If the Customer fails to make payments when due under this Agreement or within 30 days after a billing statement is sent to the Customer, the Customer agrees to pay, in addition to the amount owed to the Contractor and accrued interest on the unpaid sum, all of the Contractor's collection costs, including reimbursement of the Contractor for all of its costs of collection, including the Contractor's reasonable attorney's fees. Customer agrees that interest on any unpaid sum owed under this Agreement shall bear interest at a monthly rate of 1.5% per month or the greatest amount permitted by law, whichever is less. Contractor also shall have the right to terminate its snow plowing services without penalty if full payment is not timely made.
11. Warranties/Limitation of Liability. Except as expressly provided in this Agreement, Contractor makes no other warranties in this Agreement. THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ANY AND ALL WARRANTIES EXPRESS OR IMPLIED OF MERCHANTABILITY OF THE GOODS OR OF THE FITNESS OF THE GOODS FOR ANY PURPOSE. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES. Customer's sole remedy for damages under this Agreement shall be the amount paid by the Customer to the Contractor under this Agreement.
12. Customer understands that Contractor's snow plowing services at a particular location cannot clear the area to bare pavement and that slippery conditions may continue to prevail or be created by ongoing weather conditions such as drifting, blowing snow, thawing & freezing. Even after plowing (or the application of salt, if requested by the customer in this agreement), the customer understands that the contract assumes no liability for these naturally occurring conditions and customer agrees to indemnify and defend the Contractor for any claims, injuries and actions arising from these naturally occurring conditions or customer's own negligence.

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13. MISCELLANEOUS: Contractor shall have the right to subcontract out its snow plowing services from time to time as necessary. Customer agrees to allow the Contractor to use the Customer's name, address, and phone number as a customer reference. Customer also agrees to allow the Contractor to place a lawn sign in the front lawn advertising the Contractor's name and work.
14. If any provision of this Agreement is declared invalid, such provision shall be inapplicable and deemed omitted, but the remaining provisions shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties, and supercedes all prior written and oral discussions and understandings. No waiver or modification of this Agreement shall be binding unless signed by an authorized representative of the party against which enforcement is sought or a change order is executed by the parties.
15. THE CUSTOMER MAY CANCEL THIS AGREEMENT UNTIL MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DAY ON WHICH THE CUSTOMER HAS SIGNED THIS AGREEMENT. Cancellation occurs when written Notice of Cancellation is given to the Contractor. Notice of Cancellation if given by mail, shall be deemed given when deposited in a mailbox properly addressed and postage prepaid. Notice of Cancellation shall be sufficient if it indicates the intention of the Customer not to be bound.
- 15a. We have a finite amount of space on our routes. In order to be adequately equipped, staffed, on standby and ready to deliver service for the entire season no refunds will be made once an agreement is signed and or service has been paid for.
- 15b. If customer wishes to cancel service after 12 or 20 trips have been exhausted they will be subject to a cancellation and administrative fee. For 12 trip contracts the fee is \$125. For 20 trip contracts the fee is \$75.
18. Snow agreements begin on November 15th and end on April 1st.
19. Contractor will plow 2 trips per day when accumulations of 2" or more occur. If snow accumulations of 2" or more occur by 12:00 midnight, plowing will be completed by 7:00am assuming no additional accumulations after plowing has begun. If snow accumulations of 2" or more occur after 12:00 midnight, plowing may be completed after 7:00am. If snow accumulations of 2" or more occur by 10:00am, plowing will be completed by 5:00pm assuming no additional accumulations after plowing has begun. If snow accumulations of 2" or more occur after 10:00am, plowing may be completed after 5:00pm. During heavy and prolonged snow events snow may accumulate significantly in your driveway before and in between plowing.
20. Requests for additional snow plow trips to clear drifts, plow aprons, shovel sidewalks or clean up areas where cars were previously parked outside of a routine event can be accommodated but will be subject to additional billing. Our mobilization fee to call in an operator for a special service is \$80 plus any applicable contracted per trip prices.
22. If customer vehicles are parked in the driveway during a snow event, the Contractor will plow around them.
23. If the town plow comes through and pushes snow in the apron AFTER the Contractor plows, the Contractor will clear the snow at the time of the next visit. Contractor will do their best to "follow" the town's plows, but we don't know their exact schedule.....Our mobilization fee to call in an operator for a special service is \$80 plus any applicable contracted per trip prices.
24. The snow will be pushed onto the lawn and landscaped areas adjacent to your driveway. In some situations, snow may need to be piled on the pavement. The Contractor will avoid blocking the front of the mailbox. If snow needs to be moved or piled with a loader, please contact our office for pricing and scheduling.
25. Lawn Damage Repair Service is available for your convenience for an additional fee. Snow plows are large, heavy metal blades and our drivers do their best, but some lawn damage is unavoidable. Lawn Damage Repair Service must be purchased at time of the agreement. If declined up front, Lawn Damage Repair Service can be purchased at our normal Springtime rate of \$95 per man hour plus the cost of needed materials. Materials could include topsoil, grass seed, penmulch and hydromulch.
24. Driveways may be damaged by plows especially if the driveway is in a state of disrepair or uneven. The customer acknowledges and accepts this risk and agrees not to hold the contractor responsible for such damage.
25. If the customer has a gravel or stone driveway, the customer should expect that stone/gravel will be moved to the lawn or landscape and need to be moved back in the spring. Contact the Contractor for a price and scheduling if you require help with this service.
26. Limited trip agreements: Once the stated trip limit has been reached, we will automatically continue with per trip snow plowing and bill the stated amount.
27. Snow plowing is not the same as snow shoveling or snow blowing. Some snow and ice may be left on your driveway. Our goal is to make sure that your vehicle can get in and out of your driveway and is NOT intended to be suitable or safe for pedestrian travel.

(CUSTOMER INITIALS)

(TODAY'S DATE)