



## Snow Removal Terms and Conditions

**Snow services** commence as accumulation allows. Service begins when a 2" accumulation on the pavement has been reached and services will occur within 8 hours of snowfall completion. Client acknowledges that EWLL will use its best judgment and weather conditions do change. Client acknowledges the timeliness of services may be affected by late snowfall, wet/heavy snow, elevated accumulations, fast accumulating snowfall, equipment breakdowns, or other unforeseen and uncontrollable circumstances. EWLL reserves the right to limit services during business hours due to the increased opportunity for accidents to occur. Client is expected to have communicated daytime service requirements to EWLL at time of proposal request. EWLL reserves the right to make only one visit per 24 hours. In the event of significant snowfall over a prolonged period of time, return visits may be made only after all properties serviced by EWLL have been cleared at least once. Client waives any claim against EWLL based on EWLL's decision on when plowing will commence and agrees to indemnify EWLL for any claims brought against EWLL by any third party based, directly or indirectly, on such decisions. Such indemnification to include payment to EWLL of all attorney fees and other costs incurred in defense against such claims.

Requests for special clearings due to parked cars, slush or municipal plowing may be charged a trip charge in addition to the regular fee. Walk crews will not be dispatched if the air temp or wind chill present a danger to the health & wellbeing of our employees. Unless prior arrangements have been made no services will be provided from noon on December 24 through midnight December 26 so our employees may enjoy Christmas Day with their families.

If you request extra work you will be billed for extra work. We make every effort to accommodate special needs but, we cannot guarantee it during snow events.

EWLL does not repair or replace damaged or broken sprinkler heads. Sprinkler equipment failure is not the responsibility of the snow removal crew, i.e. pop-ups that don't return to the property position are equipment failure. Equipment installed and working properly should never be damaged by snow removal equipment.

Any quality concerns or issues need to be communicated to EWLL, preferably via email within 24 hours of the event in order for EWLL to rectify the situation. EWLL cannot make adjustments for fees or to the service received after that time.

EWLL will not take responsibility for any exposed wires, cables, electrical cables, etc. that are not installed property and are cut or damaged by our equipment. EWLL will not take responsibility for items hidden under the snow. This includes but is not limited to: landscape timbers, drain field tubes, well heads, flower pots, etc.

Client understands that clearing and/or salting a location may not clear to "bare pavement" and slippery conditions may continue to exist. Unless otherwise stated, it shall be the responsibility of the Client to

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notify EWLL in the event that weather conditions cause melting and re-freezing of any previously treated surface area. Client understands that EWLL assumes no liability for this naturally occurring condition and agrees to release EWLL from liability therefore and to defend and hold harmless and indemnify EWLL, its owners, employees, officials, successors, assigns, and contractors, from and against all claims that may arise as a result of or are in any way related to this naturally occurring condition.

Snow plowing by its very nature involves pushing a steel blade over the surface of the pavement. If the pavement is defective, deteriorated, weakened, frost heaved or was installed improperly, the results of these previous conditions are more likely to appear after snow plowing. Client is responsible for all damages to, or resulting from objects hidden in the snow and general scraping damages which are expected from normal plowing.

Client defers to EWLL's best judgment where snow should be stored unless otherwise specified. If client does not believe snow should be stored in a particular area of the property, it is their responsibility to make EWLL aware of this preference at the time of proposal. Additional damage may be caused to the landscaping as a result of all the snow being piled in only a few places. Client will be responsible to pay for the associated repair costs which are above and beyond the standard expectation, as determined by EWLL.

EWLL does not accept responsibility for property damages resulting from the weight of snow and ice. This includes snow and ice plowed or moved by EWLL in the normal course of fulfilling a contract or completing additional services requested by the client

EWLL will make one (1) visit after the end of the snow season to remove plow stakes and repair landscaping damage resulting from snow clearing. Client understands that lawn and landscape areas which are damaged will take time to return to their original state and this condition is a normal and expected consequence of snow plowing. Lawn areas will be repaired with top soil and, grass seed as needed. Existing sod pieces will be used to aid in repair but at no point will EWLL furnish new sod to repair damages. EWLL is not responsible for damage to landscaping caused by salt residue run-off, salt overspreading, or soil contamination as the frequency of the salting applications. EWLL is also not responsible for gravel, sand, dirt, or other deposits remaining in a snow storage area after snow has melted. If damage is extreme and the result of client, it will be the responsibility of the client to pay for the necessary repairs.

Client changes in ownership, bankruptcies, receiverships etc. must be indicated in writing 20 days in advance and may require a new signed service agreement.

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**Payment Terms:**

The service will be billed via email on the 15<sup>th</sup> and the last day of each month covered under this agreement and is due and payable net 10 days via check or cash only. We do not accept any debit or credit cards or other forms of payment. All amounts due and owing under this agreement shall be charged one and one half percent (1.5%) per month for any amount due over thirty days. Any amounts required to collect past due amounts will be added to the total outstanding balance and be due and payable under this agreement.

**Fuel surcharges** will be assessed if the price of fuel exceeds \$4/gallon. If your service is suspended for non-payment and extra work is required to clear your drive and/or walks when service resumes there will be extra charges for the additional time it takes to perform the normal service.

**Terms of Agreement:** Either party may cancel this agreement with thirty (30) days' notice mailed or emailed to the party at the addresses listed in this agreement. During this thirty (30) day period, snow removal service will continue at the normal rate agreed upon under our agreement. Upon cancellation, the monies due for service provided up to and including that date shall be due and owing within 10 days of the date of invoice which may be the last date of service. Accounts may be cancelled or suspended without notice by Earth Works due to nonpayment or late payment. Once the account is returned to a current status, timing & placement on a route will be at Earth Works' discretion. The term of agreements shall be ongoing from year to year. If there is any change in the service fee from year to year, you will be notified in writing by October 15 of the year the service is to be provided.

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