



*Upon the following terms:*

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1. **Scope of Snow Plowing:** Glacier Plowing Inc. will plow when 2” (1” when requested) of snow has accumulated. This is measured by National weather service for the event. Snow drifts are outside our control. If there is an issue, please call. Depending on the time of the snowfall, **we attempt to service customers by 7:00 AM or 5:00 PM.** Often roadway snowplows fill driveway aprons with excess snow after driveways have been cleared. If this causes a hazard or inconvenience, kindly contact us and we will attempt to clear this within a reasonably agreed upon time frame for a minimal fee.
2. **Scope of De-icing:** De-icing materials of the Contractor’s choice will be applied to driveway/ parking lot, 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
3. 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.
4. **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.
5. **Property Damage.** The owner will report, with a phone call and followed up 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.
6. **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.
7. **“Event” Defined.** Any 24-hour period immediately following completion of plowing, or first plow if new customer.
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 November 15<sup>th</sup> until April 1<sup>st</sup> of the contracted year* unless other agreements have been made.
10. **Payment:** For per visit agreements – Payment due at time of service.
  - **Checks must be made out to Glacier Plowing Inc.**
  - Any invoice or scheduled payment over 15 days past due will be subject to a late fee of \$5 per \$100 or less, \$10 per \$100+. Billed monthly. Glacier Plowing Inc. reserves the right to suspend service when payments become more than 15 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 Glacier Plowing Inc. shall not be responsible for the care or maintenance of such additional improvements without a written change order.
  - A service charge of \$35.00 will be charged for any returned check.
  - Purchasers will be responsible for all costs of collection, including without limitation, Court costs and reasonable attorney’s fees in the event that it becomes necessary for Glacier Plowing Inc. 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. Glacier Plowing Inc. 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. If the customer cancels there will be a 50% cancellation fee of the service contract thereafter to cover any necessary equipment rentals or service agreements. A final invoice will be sent to the customer within 30 days after notification for balance due. There will be No Refunds issued for unused time or services set forth by this agreement.

**Additional Comments:**

1. Customer will be out of town and wants snow plowed at end of storm. Plowing prices represent snow depth in driveway as determined by Contractor at the time of plowing. Max depth for 1 plow is 6”. We will not be able to service snow depths greater than that on 1 call.
2. Customer or their representative will contact Glacier Plowing Inc. to request De-icing when needed

## *Disclaimer*

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Glacier Plowing Inc. **will not plow or sand/salt within 3 feet from any parked vehicles, equipment or other obstructions in parking lots, drives or other areas being cleared.** Please attempt to move obstructions prior to our services being completed. Glacier Plowing Inc. is not liable for damage to pavement or other surfaces contracted for plowing of snow. Damage can occur, but we will make every effort to avoid this. Depressed areas in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, Glacier Plowing Inc. is not responsible for these accumulations that cannot be removed but will do our best to remove them.

Representative is responsible for boundary markers or flags (Glacier Plowing Inc. will provide for a nominal charge). Customers must make arrangements with Glacier Plowing Inc. regarding piling of snow after snow event. **Removal of snow piles is not available through Glacier Plowing Inc.; please contact a snow REMOVAL CONTRACTOR for this.**

Remember, icy or slippery conditions may exist even after work is completed. Glacier Plowing Inc. is not responsible however, for any death, injury, loss or damage of or to persons or property by reason of non-performance of our obligations in our agreement. You also agree to waive any right of subrogation against us by reason of same.

## **ADDENDUM**

### **Snow plowing, shoveling & salting**

Depending on the snow event we may have someone other than the plow drivers doing salting and shoveling. Depending on the route they may arrive before or after us. If you do not get service within 12hrs please contact either Colin or Joe.

### **Snow event timing**

We make every attempt to service everyone before leaving for work and arriving home from work. Businesses before opening. Due to circumstances beyond our control (always weather related) may prevent us from achieving this.

### **Special requests**

Snow removal outside of our agreement will be considered a “special request” These requests will have an additional trip charge associated with it UNLESS 24hrs prior to the snow event we are notified, and you have received confirmation from us. Less than 24hr notice will incur a fee no less than \$10 not to exceed \$20.

Depends on location and time to service.

### **Right to inform**

If for any reason you decide to not have us service your property for a event we will need prior notice. Prior notice is considered at the START of that snow event. Preferred method would be text message to either Colin or Joe. Please put name and address in text body and we will get it noted. We will reply. If no notice is given there will be a charge of 50% of your contract agreed amount for that event.

### **General**

During snow events that hover **just** under the 2” mark we usually will go out. With our coverage area we may see over 2” on one end 1” on another. Even that same difference in the same town. When there is less than 2” we would expect the property owner to keep the areas we service maintained. 1” of packed snow from walking and driving makes it harder to clean driveway on the next snow event.

This is especially true for properties that do not use markers. We use snowblowers when we can to clear sidewalks/walkways. If there are any extension cords, landscape lighting please have it CLEARLY identifiable we do not want to damage your property let alone our equipment.