



Snow Removal Contract 2014/2015

WINTER MAINTENANCE SERVICES AGREEMENT

Of My Three Sons Snow Removal cob mythreesonssnowremoval.com

My Three Sons Snow Removal (the "Contractor") and _____ (the "Owner")

by this Agreement made this ____ day of _____, 20__ agree as follows:

1. The Contractor shall perform the snow clearing service (the "Service") described herein, at the lands and premises municipally known as _____ (the "Premises") during the period commencing the 15th day of October 2014 and ending the 15th day of April 2015 (the "Season").
2. The Owner of the Premises hereby acknowledges that the Owner has physical possession of, has control over and is responsible for the condition of the Premises.
3. During the term of this Agreement the Contractor will attend at the Premises within 24 hours of 2" (5 cm) of snow accumulating on the Premises to clear snow from the Driveway, being the paved vehicular passage and parking area adjoining the municipal roadway to the home or building on the Premises on which full-size passenger vehicles could park or pass, and does include stairs, landings, walkways, curbs, or city sidewalks (the "Driveway").
4. If a further accumulation of 2" (5 cm) occurs during a snowfall, the Contractor will return to again clear the snow accumulation on the Driveway, within 24 Hours of the end of that snowfall.
5. The Owner hereby confirms that the Service to be performed at the Premises shall be described as follows (please initial beside that which applies):
 - _____ - Single Driveway snow clearing (parking for one to two cars);
 - _____ - Double Driveway snow clearing (parking for three to four cars); or
 - _____ - Large Driveway snow clearing (parking for five cars and up).
6. In consideration for performing the Service the Contractor shall be paid a total sum of \$_____ (plus applicable taxes) which payment is to be made to the Contractor prior to the start of Service, and which payment shall be made by cash or cheque. This Agreement is for a full Season, which includes 14 attendances to clear snow at the Premises, and for each attendance to clear snow at the Premises thereafter, the Contractor will charge the Owner an additional \$50.00 (plus applicable taxes).
7. The Owner acknowledges that the Contractor will not be applying any form of ice melting products to the Premises and that the Contractor is not responsible for any damages or claims whatsoever relating to or caused in whole or in part by the failure to apply ice melting products to the Premises. The Owner further agrees to indemnify and save harmless the Contractor and its agents and employees from and against any such claims and acknowledges that the Owner has the sole responsibility to engage a reasonable and effective system to review and monitor the Premises in order to determine during the term of this Agreement whether or not ice melting products should be applied to the Premises.
8. The Contractor shall have total control of the Service and shall provide all the labour, equipment and services necessary for its performance in accordance with this Agreement and in a good and workmanlike manner. The Contractor shall comply with all laws, rules, and regulations, which relate to the Service as at the date hereof. The Contractor will also be responsible for and shall restore at its expense all damage to the property of the Owner caused by the Contractor in performance of the Service which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Owner acknowledges that some damage to the property of the Owner is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, and such reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials and surface damage to curbs and asphalt due to the clearing of snow.
9. If the Contractor is delayed in the performance of any portion of the Service by the presence of any vehicles, structures or equipment on the Premises which interfere with the Contractor's ability to perform the Service, or by an act or omission of the Owner, or by the application of a Municipal By-Law, or by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), or by labour disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control including heavy winter conditions, then the time for the performance of that portion of the Service shall be extended until such time as the Contractor is

no longer so delayed. The Contractor shall not be responsible for any damages or losses caused by the failure of the Contractor to perform that the Service during the time it was so delayed.

10. This Agreement will not be in effect until the Contractor has received and reviewed the signed Agreement from the Owner and has delivered a copy of the Agreement as signed by the Contractor to the Owner in the same manner as a notice would be delivered.
11. Should the Owner default in their contractual obligations under this Agreement, the Contractor may give notice of the default to the Owner. Should the default remain uncorrected for a period of five (5) days thereafter, the Contractor without further notice to the Owner may stop work under this Agreement such that all of the Contractor's obligations hereunder will be suspended without limitation. The Owner will then have the sole responsibility to clear snow at the Premises and the Owner will be responsible for any damages or claims whatsoever relating to or caused in whole or in part by the failure to perform services to the Premises and the Owner will indemnify and save harmless the Contractor and its agents and employees from and against any such claims.

12. Notices under this Agreement must be in writing and must be delivered in person or sent by regular mail, email or fax to the Owner at

Address _____,

fax no. _____,

email address _____

or to the Contractor at **My Three Sons Snow Removal** , Attention Steve Willhoeft 2140 Laurelwood Drive Oakville, Ontario L6H 4S9, fax no. 905-338-5759, email address: Steve@ **My Three Sons Snow Removal.com** A notice will be considered to have been given or made on the day that it is delivered in person, sent by email or faxed. A notice that is provided by regular mail will be considered to have been given or made three (3) days following the date on which it is mailed.

My Three Sons Snow Removal

Per: _____

(Signature)

(Name of person signing – please print)

[OWNER] Per: _____

(Signature)

(Name of person signing – please print)

I Have the Authority to Bind the Owner

Remittance Copy

Customer Copy