

Rocky View Yards – Snow Clearing Terms and Agreement (2017/2018)

ROCKY VIEW YARDS

Rocky View Yards agrees to provide the following to the Client who has signed this snow clearing agreement and who has an account in good standing (up to date fee payments):

- Fees for service will be based on the area(s) to be cleared as per this signed snow clearing agreement.
- Snow clearing will be carried out within 24 hours after each snow fall ends. In the event that it snows on Christmas Day or New Year's Day, snow clearing will be delayed by an additional 24 hours as Rocky View Yards will not be operating on those dates.
- If the area to be cleared is cleared by someone other than Rocky View Yards, the Client shall inform Rocky View Yards as soon as possible and Rocky View Yards shall not be responsible for the quality of clearing by the other party.
- After a minimum of 0.5 inches of snowfall, snow shall be removed from the designated driveway, walkways and agreed upon areas, as specified in the signed agreement.
- During a heavy and continuous snowfall, Rocky View Yards shall remove the snow on one occasion during the storm and on one further occasion at the end of the storm. In the event of a severe storm (6 inches of snowfall or more), Rocky View Yards will remove the snow as quickly as possible, as long as we are able to operate our vehicles and equipment in a safe manner.
- In situations of heavy snow fall, be advised that more time will be required to complete routes due to traffic, delays, road conditions and volume of work.
- The Client is to ensure that there are no obstacles in the area to be cleared from snow. Rocky View Yards will not be liable for any damages if obstacles are not removed. This includes, but is not limited to: vehicles, trailers, ATVs, outdoor furniture, decorations and other fixtures.
- Areas within, under or directly beside (up to 6 inches) the specified areas for clearing which are covered by parked cars or other similar unmovable property (e.g. trailers, ATVs, decorations, other fixtures etc.) will not be cleared due to the area not being accessible by equipment or Rocky View Yards personnel.
- If there is ice build-up, ice melt (salt) will be applied to reduce the slipping hazard. Rocky View Yards will use ice melt unless otherwise specified by the Client.
- Rocky View Yards and its employees assumes no responsibility or liability for any injury by anyone on the Client's property resulting from a slip, fall, injury or accident.
- Rocky View Yards reserves the right to cancel this agreement at any time with a 2 week notice.

THE CLIENT

The Client agrees to the following:

- Payment will be \$ _____ per Month or Full-Season (circle one) for 5 clearings / month including GST.
- Cost of Additional Service: \$ _____ per clearing including GST.
 - Additional charges will be made for additional areas requested, more than 5 clearings in a month or accumulated amounts per snow event of more than 8 inches.

- Any Clearing of snow in excess of 18" in accumulation per clearing will constitute two (2) snow Clearings.
- Payments shall be made at the beginning of the season or on the day before each month of service. If payment is not made, the service will not be provided by Rocky View Yards. In this event, an administrative fee of \$25 will be charged for late payment.
- All declined cheques or credit cards will be charged a \$25 administration fee.
- The Client will indemnify, fully protect, save harmless and defend Rocky View Yards and all persons providing the services under this agreement against and from losses, costs and damages arising as a consequence of actions, proceedings, claims or demands brought or made by or against Rocky View Yards, the Client, or their affiliates, employees or by any other persons as a result of the provision of the services under this agreement.
- The Client does not accept liability or responsibility if a Rocky View Yards employee gets injured or has an accident on the Client's property due to snow clearing services,
- The Client reserves the right to cancel this agreement at any time with a 2 week notice.

Area to be covered by snow clearing by Rocky View Yards

- Front Driveway (1/2/3)
- Back Driveway (1/2/3)
- Front Sidewalk/Walkway
- Back Sidewalk/Walkway
- Front Deck/Verandah/Stairs
- Back Deck/Verandah/Stairs
- Other: _____

By signing below, I acknowledge that I have read, understood & agree to these Snow Clearing terms.

Signed:

Client Name: _____

Service Address: _____

Phone Number: _____ Email Address: _____

Dates services is to be performed: From _____ to _____

Date of Signing: _____ Signature: _____