



Northern Snow

705.992.8222 | info@northernsnow.ca



Terms of Service

Definitions

- a. “*Contractor*” means Sault Northern Landscaping Corp. o/a Northern Snow, its *employees, assigns, agents and operators*.
- b. “*Customer(s)*” means the parties to whom the Contractor has agreed to provide Snow Clearing Services and for whose particulars are further described and detailed in this Agreement.
- c. “*Heavy and Prolonged*” means continuous snow accumulation thirty (30) centimeters or greater in a 24 hour period.
- d. “*Overnight*” means anytime before 6am.
- e. “*Serviced Area*” means the driveway or any other area located at the Subject Property for which Snow Clearing services have been agreed to be provided.
- f. “*Snow Clearing Services*” means the blowing or removal of snow from a described physical area to any permissible nearby area including, but not limited to, the Customer(s) lawn.
- g. “*Snowfall*” measured snowfall accumulation in centimeters, as recorded daily
- h. “*Subject Property*” means the lands and premises owned or occupied by the Customer(s) for which the Contractor has agreed to provide Snow Clearing Services.
- i. “*Term*” means the period commencing on November 1st and ending on the earlier of either April 30, or upon 400 centimeters of snowfall for the season. Snowfall totals will be determined based on the average total seasonal snowfall in centimeters, as reported on April 30 from the following three sources for Sault Ste. Marie:

1. Sault Ste. Marie WeatherStats, which sources data from weather.gc.ca
2. WeatherWorks, a third-party professional weather data provider
3. Environment Canada, the national meteorological authority

If any source fails to publish seasonal snowfall totals by May 1, the average of the remaining sources will apply.

The Parties

- a. The parties acknowledge and agree any and all contracts or Agreements herein made are as between the Customer(s) and the Contractor.

Subject Property

- a. The Customer(s) represent and warrant they are the registered legal owner(s) of the property for which services have been agreed to be provided. In the event the Customer(s) are not the registered legal owner(s), the Customer(s) represent and warrant they have the



Northern Snow

705.992.8222 | info@northernsnow.ca



express, implied, or ostensible authority to contact on behalf of the owner(s) or are otherwise contracting on the owner(s) behalf with the full and informed consent of the owner(s).

b. The Customer(s) agree to grant the Contractor a license to attend upon the Subject Property at any time during the Term for the purpose of providing the agreed upon Snow Clearing services to the Subject Property.

License to Provide Services

a. The Customer(s) grant the Contractor a license to attend the Subject Property during the Term to provide Snow Clearing Services.

Time of Service

Premium Service

a. The Contractor shall provide Snow Clearing Services following the accumulation of approximately five centimeters (5 cm).

b. Any accumulation less than five centimeters (5 cm) is the responsibility of the Customer(s).

c. The Snow Clearing Service shall include follow-up visits after City snow plows and any repeat Snow Clearing Services during Heavy and Prolonged accumulation.

d. Premium Customers will receive the first pass of service overnight.

e. Premium Customers will receive the second pass of service after the first full pass is completed, with notifications sent.

f. Heavy and Prolonged accumulation may result in only one pass completed for all customers.

Standard Service

a. The Contractor shall provide Snow Clearing Services following the accumulation of approximately five centimeters (5 cm).

b. Any accumulation less than five centimeters (5 cm) is the responsibility of the Customer(s).

c. The timing of Snow Clearing Service visits will be at the discretion of the contractor.

d. The Snow Clearing Service shall include follow-up visits after City snow plows and any repeat Snow Clearing Services during Heavy and Prolonged accumulation.

e. Standard Service does not include an overnight pass.

Markers

a. The Contractor is permitted to and will install two border markers on the street side of the Customer(s) driveway and any additional border markers as deemed necessary by the Contractor before the Term commences.

b. Premium and Standard customers will be identified with different colored pickets.



Snow Storage

- a. If there is inadequate space on the Subject Property for snow storage, the Customer(s) agree that the Contractor may use space on the edges of the driveway or make arrangements with a neighbor.
- b. If the Customer(s) require snow to be hauled/removed from their property, the Contractor shall not be responsible for any associated costs.
- c. The Contractor shall not be responsible for providing Snow Clearing Services during any time whereby there is no adequate location to blow snow.

Excluded Services

- a. The following services are expressly excluded from the scope of included Snow Clearing services to be provided by the Contractor and shall only be included if expressly agreed to in writing by the parties: *Stacking of snow; Hauling of snow; Removal of snow; Sanding; Salting; De-Icing; Hand Shoveling, and Gravel Displacement Clean Up.*
- b. Notwithstanding any other term in this Agreement and unless expressly otherwise agreed to in writing, the Contractor shall not be responsible for performing the following services: *removal of hard packed snow on the Service Area, removal of a snow humps at the bottom end of the driveway, or scraping of Serviced Area down to the asphalt.*

Payment

- a. All estimates and/or quotes, until accepted, are valid for a limited period of thirty (30) days after which this Agreement shall be deemed null and void unless otherwise agreed to in writing by the parties.
- b. The Customer(s) agree to pay the Contractor according to one of the following schedules:
 - One payment : Full payment on or before November 1st.
 - Two payments : 10% non-refundable deposit of contracted balance, (fifty percent) 50% of the contracted balance due on or before the commencement of the Term on November 1st, (fifty percent) 50% of the contracted balance due on or before remaining balance on or before January 1st.
 - Three payments : 10% non-refundable deposit of contracted balance, one third (1/3rd) of contracted balance due on or before the commencement of the Term on November 1st and two additional payments before April 1st.
 - Four payments- 10% non-refundable deposit of contracted balance, one fourth (1/4th) of the contracted balance due on or before the commencement of the Term on November 1st, and three additional payments before April 1st.
 - Five payments- 10% non-refundable deposit of contracted balance, one fifth (1/5th) of the contracted balance due on or before the commencement of the Term on November 1st, and four additional payments before April 1st.



Northern Snow

705.992.8222 | info@northernsnow.ca



- Six payments : 10% non-refundable deposit on contracted balance, one sixth (1/6th) of the contracted balance due on or before the commencement of the term on November 1st, and five additional payments before April 1st.
- Seven payments : 10% non-refundable deposit of contracted balance, one seventh (1/7th) of the contracted balance on or before commencement of the Term on November 1st and six additional payments before April 1st.
- c. Any cheques which are returned as non-sufficient funds will incur an additional administrative charge of \$30.00 per occurrence.
- e. Any and all payments made under this Agreement are non-refundable to the Customer(s) under any circumstances including, but not limited to, termination of the Agreement by the Customer(s).

Additional Fees

a. In the event snow accumulation in excess of 400 cm occurs the Term comes to an end, however the Customer(s) can extend the Term beyond 400cm to April 30th for the following fees. The Customer(s) agree to pay additional fees on a per-centimeter basis calculated as follows:

- 401 cm - 450 cm: 12% surcharge on net amount of contract + hst
- 451 cm - 500 cm: 17% surcharge on net amount of contract + hst
- 501 cm - 550 cm: 22% surcharge on net amount of contract + hst
- 551 cm - 600 cm: 27% surcharge on net amount of contract + hst
- 601cm- unlimited: 32% surcharge on net amount of contract + hst

b. The Customer(s) agree to pay any and all additional fees on or before April 30th of the contracted year.

Diesel Surcharge

- a. The Parties acknowledge at the time of executing this Agreement diesel prices are approximately \$1.70 per liter.
- b. In the event diesel prices rise to \$2.00 per liter at any time during the Term the Customer(s) agree to pay a one-time surcharge of \$30.00.

Additional Payment Charges

The Customer(s) hereby authorize and provide consent for the Company to charge any credit card or payment method provided and kept on file for any and all applicable surcharges incurred under this Agreement, including but not limited to:

- a. Additional fees resulting from snow accumulation exceeding 400 cm, as outlined above; and



Northern Snow

705.992.8222 | info@northernsnow.ca



b. Diesel surcharges resulting from increases in fuel prices, as specified in the Diesel Surcharge clause.

The Customer(s) acknowledge and agree that such charges may be processed without further notice, and that all surcharges are due and payable in accordance with the terms set out in this Agreement. It is the responsibility of the Customer(s) to ensure that payment information on file is current and valid for the duration of the Term.

Interest & Payment Deadline

a. If any payments due and owing under this Agreement are not received within the specified time frames, monthly cumulative interest shall begin to accrue at the rate of 2.9% per month (35% per annum) on all amounts due and owing.

Customer Credit

a. The Contractor shall provide to the Customer(s) a \$50.00 credit toward their next Term, if agreed to be renewed by the Contractor and the Customer(s) provided that:

- i) A total accumulation of less than 200 cm occurs during the Term; and
- ii) The Contractor performed twelve (12) or less visits to the Subject Property during the Term.

Customer Responsibilities

- a. Prior to the commencement of the Term, the Customer(s) agree to remove any removable lamppost lights and/or portion of the lamppost (ex. the lamppost tops).
- b. The Contractor shall not be responsible for the repair, replacement, or cost for any damaged removable lampposts or lamppost lights that have not been removed by the Customer(s) prior to the commencement date of the Term.
- c. The Customer(s) agree to provide the Contractor with a minimum of 12 ft of clearance for any Serviced Areas (save for walkways). In the event there is not at least 12 ft of clearance (under low-hanging tree branches, in carports, or under low-hanging eaves or any other area), the Contractor shall not be responsible for providing any Snow Clearance Services to that portion of the Serviced Area.
- d. The Customer(s) shall be responsible for removing any and all chattels/items from the Serviced Area prior to each accumulation .
- e. The Contractor shall not be liable for any damage caused to removable chattels/items left in the Serviced Area (including but not limited to basketball nets, garbage/recycling bins, plant pots, bikes, skis, toys, hockey nets/sticks, extension cords, and Christmas lights).
- f. The Customer(s) shall rotate and/or remove any basketball nets overhanging the Serviced Area so that there is at least 12 ft of clearance.
- g. The Customer(s) shall also, prior to the commencement date of the Term:
 - i. Remove any gutter downpipe extensions interfering with the Serviced Area; and
 - ii. Hammer down or remove any elevated water main caps interfering with the Service Area.



- h. In the event the Customer(s) fail to comply with any term in this section, the Contractor shall not be responsible for Snow Clearing the interfered area at the time of providing Snow Clearing Services.
- i. The Customer hereby agrees to accurately disclose the size of the Serviced Area to the Contractor prior to the commencement of this Agreement. In the event the Customer misrepresents the size of the Serviced Area, the Contractor shall be entitled to rescind the Agreement or charge an additional fee which shall be the contract price prorated based on additional square footage of Service Area.
- j. To ensure the safety of all personnel, it is required that all Customer(s) refrain from approaching operators while they are engaged in Snow Clearing Services. Unauthorized personnel or bystanders must not enter the Service Area while equipment is in operation.
- k. All gifts intended for operators must be delivered to the office for proper distribution. Direct gifting to operators while they are on duty or operating equipment is strictly prohibited. This policy ensures fairness and compliance with company guidelines regarding workplace interactions.

Contractor's Guarantee

- a. In the event the Customer is dissatisfied with the Snow Clearing Services after the first snow event, the Customer shall be entitled to terminate this Agreement and receive a refund of all amounts paid to the Contractor for the Term.
- b. The Customer's right of termination and refund is conditional upon all of the following conditions being met:
 - i. The Customer must have executed this Agreement on or before December 1st of the Term;
 - ii. The Customer must have made payment to the Contractor according to one of the payment options highlighted in Payment section of this contract;
 - iii. The Customer must notify the Contractor in writing of their intention to terminate this Agreement within 24 hours of receiving the first Snow Clearing Services of the Term.
- c) This Agreement shall be effective from November 1st, 2025- April 30th, 2026. The Contractor may terminate this Agreement upon providing 24 hour written notice to terminate anytime whatsoever.
- d) In the event that the Customer(s) terminates this Agreement at any time, the Customer(s) shall be liable for a cancellation fee of the 10% non-refundable deposit.

Vehicles

- a. In the event vehicles are parked in the Serviced Area during Snow Clearing, the Contractor shall only perform Snow Clearing from accessible Service Areas that open onto a public roadway.
- b. The Contractor is not responsible for repeat Snow Clearing Services in the event the Customer(s) fail to remove their vehicles after 15 minutes of receiving the alert.



Northern Snow

705.992.8222 | info@northernsnow.ca



City Services

- a. The Customer(s) acknowledge the Contractors are not associated in any way with the Corporation of the City of Sault Ste. Marie municipal snow services and do not guarantee in any way when or how municipal services shall be provided to the Customer(s).
- b. In the event the Corporation of the City of Sault Ste. Marie cuts the municipal streets of hard-pack snow, the Customer(s) may contact the Contractor to request Snow Clearing Services to remove the same.

Waiver of Liability & Indemnification

- a. The Contractor is not liable, responsible, or accountable to the Customer(s) for:
 - i. Any damage to the Customer(s) lawn, flower beds, trees, shrubs or garden;
 - ii. Any rocks, sand, or debris that is blown onto the Customer's lawn as a result of snow-clearing services;
 - iii. Scratches, marks, rust, chips, cracks, or any other damage of any kind to the Customer's driveway or Serviced Areas whether arising as a result of uneven asphalt or uneven interlock surfaces or otherwise.
- b. The Contractor shall not be responsible in any way whatsoever for slippery or icy conditions and excludes any and all liability whatsoever under the Occupier's Liability Act.
- c. The Customer(s) agree to indemnify the Contractor from any claims that may arise as a result of slippery, icy, dangerous, or defective conditions at the Subject Property or Serviced Areas.
- d. The Customer(s) agree to obtain a policy of General Home Insurance during the Term and guarantee to the Contractor the policy of insurance is satisfactory to cover any claims under the Occupier's Liability Act.
- e. Notwithstanding any other term in this Agreement, including if the Contractor has agreed to provide sanding and/or salting services to the Customer(s), the sanding and salting of the driveway or any other Serviced Area to a safe condition shall be the sole responsibility of the Customer(s).

Limitation

- a. In the event the Contractor causes any property damage to the Customer, the Customer must notify the Contractor within 48 hours, failure of which the Contractor is hereby relieved and released of any and all liability for such damage.
- b. In the event the Contractor is held liable for any reason related to this Agreement, the Contractor's liability shall be limited to a maximum of \$1,000.00 per occurrence/claim.

Termination

- a. In the event the Customer(s) breach any term in this Agreement, the Agreement shall, at the discretion of the Contractor, without refund to the Customer(s).



Relocation

- a. In the event the Customer(s) re-locate or sells the Subject Property, the Agreement shall not be canceled, refunded, or terminated.
- b. The Customer(s) may request the Agreement be transferred to a new property within the Contractor's service area, provided the new Serviced Area is the same size. Additional charges may apply should there be an increased serviced area.
- c. Customer(s) Contracts may not be transferred to sold properties under new ownership.

General Terms

- a. The Customer(s) covenant to pay the Contractor's costs of enforcement or defence to any term of this Agreement, any constructions liens, or any term herein including, but not limited to, the cost of lawyer fees, registration fees, and disbursements on a full-indemnity basis at \$400 per hour.
- b. The Customer(s) further agree to pay any court ordered award of damages and all legal fees of the Contractor for defending any claims made by the Customer(s) or any third party as against the Contractor for anything relating to this Agreement or the providing of Snow Clearing Services under this Agreement.
- c. The Contractor reserves all rights as may be available to it under the Construction Act, R.S.O. 1990, c. C.30.
- d. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and/or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant or condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- e. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreements, negotiations, discussions and understandings, written or oral, express or implied, between the parties with respect thereto. There are no representations, warranties, conditions, other Agreements or acknowledgments, whether direct or collateral, express or implied, that form part or affect this Agreement, or which induced either party to enter into this Agreement or on which reliance is placed by either party, except as specifically set forth in this Agreement.
- f. This Agreement is to be governed by and construed according to the laws of the Province of Ontario.