

Terms and Conditions

1. The term of this Agreement shall commence on the 1st day of November and end on the 15th day of April.
 2. General Service;
 - 2.1. The minimum requirement for clearing snow is 4cm recorded by Environment Canada, with no forecasted accumulation for the next 48 hours.
 - 2.2. J.R. Lawn Maintenance & Snow Removal Inc (hereinafter referred to as "J.R.") will provide email notifications and updates on social media platforms to be transparent on daily storm procedures for each event.
 - 2.3. Our equipment cannot operate in close proximity to all stationary objects. It is the customer's responsibility to clear any snow left approx. 1 to 2 feet adjacent to retaining walls, garage doors, houses, fences etc.
 - 2.4. In case of large snowfalls of 25cm+ general service, time frames do not apply. Delays in service can occur.
 - 2.5. A minimum of \$30.00 (plus HST) applies if customer requests to have laneway cleared other than a snowstorm day.
 3. Laneway Clearing;
 - 3.1. J.R. will make every effort to have your laneway cleared within 6-24 hours of completion of the snow event.
 - 3.2. The customer is responsible to facilitate access for our equipment by removing vehicles, garbage cans or recycling containers, floor mats, extension cords downspouts, and branches. J.R. tractor operators and shoveling crews can refuse to clear the snow if objects are in the way.
 - 3.3. City plow debris will be cleared as promptly as possible. City sidewalks plow debris will only be cleared if it is concurrent with the clearing of the city road plow debris.
 4. Walkway Clearing;
 - 4.1. Walkway clearing consists of one front entrance to your house including in front of your garage door if applicable.
 - 4.2. Shoveling service only occurs once per snowfall. The shoveling crews start once it stopped snowing and they can take up to 48 hours to complete their lists.
 - 4.3. Shoveling crews are scheduled separately from tractor operators and service will occur at different times.
 5. Overage Calculations;
 - 5.1. Contract service is up to a maximum of 250 cm or 23 snow events of 4cm that have occurred; whichever one comes first.
 - 5.1.1. If more than 250cm has accumulated:

Contract service is up to a maximum of 250cm as recorded by Environment Canada for the season. If more than 250cm has accumulated, then a further per cm charge will apply. Total amount before tax divided by 250, (ex. \$500.00 / 250cm = \$2.00 (plus tax) per extra cm of snow that falls after 250cm).
 - 5.1.2. If more than 23 events of 4cm has occurred:

Contract service is up to a maximum of 23 snow events of 4cms as recorded by Environment Canada for the season. If more than 23 events of 4cm have accumulated, then a further per events charge will apply. Total amount before tax divided by 23 events, (\$500.00 / 23 events = \$21.74 (plus tax) per event after 23 events have occurred.
- Note: An event is when the snowfall amount reaches over 4cm (recorded by Environment Canada) and J.R is required to service all driveways and walkways. If a snow event occurs of 20cm over 48 hours (recorded by Environment Canada), J.R only considers this as 1 event. By signing with J.R., the customer automatically agrees to continue the clearing after 250cm or 23 visits of 4cm (recorded by Environment Canada). J.R. can cancel any contract if conditions are not met or if the customer's behavior is inappropriate or offensive. It is the homeowner's responsibility to walk the property and report any winter damages by May 15th. Damages reported after will not be taken into consideration.
6. Payment requirements;
 - 6.1. We request payment and a signed contract before the account is activated.
 - 6.2. For any cheques that do not clear at the bank, there is a \$25.00 (plus HST) administrative fee.
 - 6.3. If payment is not made 15 days from the due date, the service will stop. There is also a \$30.00 (plus HST) late fee for late payments.
 - 6.4. Credit cards will be charged once received at the office.
 - 6.5. Cheques will be deposited on selected dates.

Terms and Conditions

- 6.6. Making a payment means acknowledging & agreeing to contract terms. Once approved/paid the contract is irrevocable.
- 6.7. Should you wish to cancel the contract there will be a \$30.00 (plus HST) administrative fee applied.
7. J.R. does not provide the following services:
 - 7.1. Salting, sanding, or other ice control/ ice melting services, which are the sole responsibility of the customer
 - 7.2. General inspection, monitoring or patrolling of the premises for icy or slippery conditions.
 - 7.3. Snow plowing or snow removal service except in accordance with the minimum requirements found at Section 2 General service to these Terms and Conditions.
8. J.R. assumes;
 - 8.1. No responsibility for surface scratching, rust marks, or surface damage to all driveways.
 - 8.2. No responsibility for damage to downspouts, electrical cords, or objects hidden under the snow or anything that projects borders, or it is left in the laneway.
 - 8.3. No responsibility for slip and falls caused by ice build-up or slippery conditions due to the non-application of sand, salt, or other ice melting products, which are entirely the responsibility of the customer to apply as needed.
 - 8.4. No responsibility for slip and falls caused by ice build-up or slippery conditions due to pooling or ponding of water caused by cracks, dips, divots, depressions or other defects in pavement, asphalt or other surfaces.
 - 8.5. No responsibility for slip and falls caused by ice build-up or slippery conditions due to pooling or ponding of water caused by downspouts, leaks, snowmelt from a roof or other structure, or other water accumulation or movement.
 - 8.6. No responsibility for slip and falls caused by snow build-up or slippery conditions due to the presence of vehicles or other objects impeding J.R.'s ability to plow snow.
 - 8.7. No responsibility for slip and falls caused by J.R.'s doing or failing to do anything not expressly required in these Terms and Conditions.
 - 8.8. No responsibility for any loss or inconvenience to the client due to circumstances beyond J. R's control such as parking tickets.