



TERMS AND CONDITIONS 2023-2024 WINTER SEASON

Capital SLC Inc. (hereinafter referred to as the “Contractor”) will provide the customer with snow blowing services as an independent Contractor in accordance with the following terms, conditions and limitations.

Snow blowing services will be provided by the Contractor for all snow events with an accumulation of 5cm or more. Any snowfall that has an accumulation of less than 5cm is the responsibility of the homeowner.

Snow blowing means blowing snow from a described physical area (the laneway) to any permissible nearby area on the customer’s own property. Hauling or transport of snow, sanding, salting, de-icing, or hand shovelling are not included in the contract unless otherwise specified. If inadequate space exists on the customer’s property for snow storage, whether it be at the onset of the season or as the season progresses, the customer agrees to let the Contractor use space on the side of their laneway or to make alternate arrangements with an adjoining neighbour.

Snow blowing will not start until at least 5cm of snow has accumulated. Included are follow-up visits after City and sidewalk plows and repeat cleanings during prolonged, heavy snowfalls. If the forecast is calling for 5-10cm of snow, the Contractor may wait until the snow fall has finished before dispatching their operators. There will be no overnight snow clearing for snow events of less than 7cm.

The timing of service will vary from storm to storm. **The Contractor shall be permitted to clean your laneway at any time.** Due to the nature of our operations, we cannot guarantee clearing by a certain time for our residential snow blowing customers.

The term of this snow blowing contract is from November 1, 2023 to April 1, 2024, or up to a total accumulation of 300cm of precipitation as recorded by the Macdonald-Cartier International Airport. Total snowfall accumulation will be based on the amounts reported at: <https://ottawa.weatherstats.ca/charts/snow-monthly.html> and will be clearly indicated in the 2023-2024 service logs. The most current 5-year average is approximately 220cm for this area.

The customer agrees to pay a maximum snowfall surcharge proportional to the amount of the contract should the total precipitation during the term exceed 300cm. *For example, the Base Price (standard price for your laneway size for the 2023-2024 season, before discounts) is \$500 for snow blowing services, divided by 300cm = \$1.67 per cm. The total snowfall was 325cm, an excess of 25cm. Your surcharge would be \$1.82 x 25cm = \$41.67.* The Contractor may waive this surcharge at its sole discretion if only a minimal excess is received. Otherwise, **the Contractor will provide the client with the opportunity to opt-out of the surcharge and any further clearings** for the balance of the season. The client must explicitly opt-out by the deadline for the surcharge to be waived, otherwise they are deemed to agree to the surcharge and services will continue through the end of the term.

Should there be an accumulation of less than 150cm during the term, the Company will credit the customer at the same rate as the surcharge. This **minimum snowfall credit** is only applicable on summer services or the following season's snow removal contract. Otherwise, it holds no cash value and cannot be redeemed for cash. *For example, the Base Price for your laneway is \$500 for snow blowing services, divided by 300cm = \$1.67 per cm. The total snowfall was 125cm, or 25cm less than the minimum accumulation. Your minimum snowfall credit would be \$1.82 x 25cm = \$41.67.*

The customer agrees to pay a fuel surcharge if the price of diesel increases by 30% during the winter season. The surcharge will be calculated at a rate of \$2.00 per pass where the price of diesel exceeds the fuel surcharge trigger price at the pump. The fuel surcharge trigger is the higher of \$2.25/L or 30% above the diesel price at the pump in Ottawa on September 1, 2023. The diesel price will be determined as the daily average retail price for Ottawa as posted by Natural Resources Canada.

Quoted pricing and promotions are valid for 30 days, unless otherwise specified on your service proposal, and exclusively for the service address indicated therein. The Company reserves the right to extend or discontinue promotional pricing at their sole discretion. Special pricing and promotions for the current season will not automatically be applied to next season's contract due to reasonable and necessary price adjustments for increased overhead costs.

Service issues and special requests must be reported to the Contractor using their online dispatch tool within 24hrs of the dispatch time for a snow event. After this, additional fees may be incurred to rectify the issue. **Additional services requested by the customer that cannot be performed during the regular snow removal hours may be done at an additional charge.** These requests include, but are not limited to: request for a clean-up when a vehicle is moved upon returning from a vacation, request for removal of snow shovelled from a roof or walkway after your tractor has left the area, or a request for a clean-up for an accumulation of less than 5cms on a non-snow event day. **Removal of snow drifts is your responsibility.**

In the event that vehicles are parked in the laneway during a snow event, snow will only be cleared from accessible areas opening onto the street. If you wish to move your car and have the Contractor clear the area where your car was parked, please do so no later than the time indicated in our Capital Snow Alerts. If you fail to move your vehicle before this time, we cannot guarantee that a tractor can be dispatched to your home. If your tractor has completed their route and returned to the Contractor's yard, no further cleaning of your laneway will take place until the next snow event.

Walkway shovelling service, if included in this contract, is performed separately from the laneway service and will begin at the end of each snowfall with an accumulation of 5cm or more. This service includes hand shovelling of the area in front of the garage and a maximum walkway length of 10 feet from the laneway to the front door. It does not include the removal of snow accumulation resulting from roof cleaning, blowing or drifting snow, or the removal of ice from the walkway resulting from freezing rain, sleet or compaction. Shovelling of snow from porch areas or non-standard walkways will entail additional charges. Crews take up to 12 hours from the end of the snowfall to complete their routes. No salting or sanding is included in walkway clearing.

The Contractor shall not be held liable for personal injury or slip & falls. Capital SLC Inc is only responsible for the removal of snow and does not ensure a safe or slip-free surface.

The Contractor hereby undertakes to:

- **Hold all the required permits to offer snow removal services;**
- **Maintain liability insurance coverage of at least \$2 million** for public liability and property damage, and cover its employees under the Workplace Safety and Insurance Board (WSIB);
- **Install one (1) laneway marker to a shared laneway or two (2) laneway markers to the end of the customer's standard laneway no earlier than the week of October 20 and remove them no later than April 15.** These laneway markers remain the property of the Contractor and shall not be removed by the customer;
- **Provide adequate training to its operators and ensure their equipment is in good repair;**
- **Complete a 1st pass for all clients on a route within 6 hours of the scheduled dispatch time (average turnaround time is 4-5 hours).** Timelines are suspended if a [Significant Weather Event](#) is declared by the City of Ottawa

and Environment Canada, as operations will be carried out based on the capacity of resources in as continuous a manner as practicable based on the weather conditions.;

- **Exercise due diligence in the performance of its work to avoid damage to property.** The Contractor shall be responsible for and shall restore at its expense all damage to your property caused by the Contractor in the performance of this contract, apart from damage that is reasonably foreseeable as a consequence of snow removal. The Contractor will not be liable for any scratches, rust marks or damage caused to heaved, chipped or uneven asphalt or interlock surfaces, curbs or other adjacent structures and surfaces resulting from snow removal operations. The Contractor shall not be held responsible in any way for damages due to icy or slippery conditions;
- **Assess any reported damages and contact the customer within a reasonable timeframe to discuss the best course of action to repair said damage.** Most damage repairs (ex: to lawn) can only be completed in the spring or summer months due to the nature of the repair.

The customer hereby undertakes to:

- **Disclose the correct laneway size to the Contractor when entering into the agreement.** Should there be a discrepancy in the laneway size due the customer's misrepresentation, the Contractor shall issue an adjusting invoice for the correct pricing. If the customer requires clearing of a walkway or an adjacent area to their laneway that exceeds the standard width for their contracted laneway size, the Contractor reserves the right to charge an additional fee of up to \$50;
- **Pay for their services at the agreed upon payment schedule entered into at the time the customer approved their service proposal.** Failure to make a minimum payment of 50% toward the snow removal services by January 15th will result in the suspension of the services. The Contractor shall be released from all liability and shall not be required to perform any further services under this agreement until payment is made. A \$25 administrative fee will be charged to the customer for all NSF cheques or declined payments;
- **Accept that the drivers will not clear within 18-24" of your garage door and 6-8" from your laneway markers.** This is due to the risks posed by our equipment to immovable property. If you wish to have this area cleared, you must shovel this area into the service area before your tractor arrives or add hand shovelling services to your agreement;
- **Provide the Contractor with a valid email address and/or SMS enabled**

telephone number should they wish to receive Capital Snow Alerts. The Contractor provides its Action Plan and other timely notifications during snow events to its customers through email and SMS;

- **Notify the Contractor in writing of their intent to transfer or cancel their services.** If notice is provided on or before November 1st, 2023, any monies paid will be refunded in-full and no services shall be performed during the term.
 - **In the event of sale or re-occupation of the customer's house during the term,** this contract will not be cancelled or refunded, but may be transferred into the name of the new occupants, to another client within our service area or to the customer's new service address within our service area for an administrative fee of \$25. The price of the service may be adjusted if the laneway at the new property is larger than that which was originally contracted.
 - **After November 1st, if services are cancelled for any other reason, the customer must demonstrate a breach of contract in order to be eligible for a refund.** In the event of a breach of contract, a prorated fee for services rendered (charged at the 1x clearing fee per visit performed) + an administrative fee of \$50 will be deducted from the total refund. Otherwise, there will be no cancellations or refunds during the term;
- **Ensure that their laneway is free of obstructions.** The Contractor shall not be held responsible for damages to objects in the designated snow removal area including, but not limited to:
 - **Moveable property.** All moveable property must be removed completely or placed no less than four (4) feet from the edge of the laneway prior to each snow event (for example: portable sports equipment, toys, flower pots, hockey sticks, extension cords, Christmas lights etc.).
 - **Immovable basketball nets.** The net must be turned or elevated to at least 12 feet to provide adequate clearance for tractors.
 - **Tree branches.** Tree branches that overhang the laneway must be trimmed to provide a clearance of 12 feet. The customer may request that the Contractor trim said branches for an additional cost. If there is not sufficient clearance, the Contractor will clear only accessible areas around the tree to avoid damage to their equipment.

- **Garbage cans and recycling bins.** It is the customers responsibility to ensure that their bins do not obstruct the laneway during a snow event. The Contractor will work around any bins that it encounters but will NOT remove them and will not clear away the snow under where they were sitting if you remove them after the snow event has been completed. If you have a damaged, broken or missing recycling or green bin, you can request a free replacement from the City of Ottawa by calling 3-1-1.
- **Downspout extensions.** These must be unscrewed and completely removed by the customer prior to the commencement of the winter season. If you share a laneway, we strongly encourage that your neighbour remove theirs as well.
- **Elevated water main caps.** Water main caps that protrude in the laneway should be hammered down level with the surrounding surface. The client may contact the City of Ottawa at 613-580-2400 to perform the necessary maintenance prior to the commencement of the winter season.
- **Supply and install additional markers around immovable objects such as retaining walls, steps, elevated patio stones, garden beds, wheelchair ramps, etc., which may become invisible when covered by snow.** The Contractor will not be liable for damage to immovable objects that were hidden under the snow and not adequately identified by protective markers;
- **Notify the Contractor of any damage caused to their property within 48h of them discovering the aforementioned damage and no later than April 15th of the contract year.** The customer can report the damage using the online dispatch tool and must provide a description and a photograph of the damage. The customer agrees not to make any repairs or seek indemnification before the Contractor has had the opportunity to assess said damage itself, estimate the extent of the repairs required, and discuss the most advantageous course of action / timeline in order to repair said damage;
- **Apply salt or ice melt to their laneway throughout the season.** This is intended to reduce snow and ice buildup known as “hardpack” and ensure a safe surface for snow clearing. The Contractor reserves the right to temporarily suspend the service if the condition of the laneway is too icy and renders the service unsafe to provide.

By accepting the service proposal for our winter services, you are deemed to have read, understood and agreed to be bound by the terms and conditions indicated herein.