

Snow and Ice Maintenance Terms of Service

1. In consideration of the payments described in Schedule "A" attached hereto, the Contractor shall perform the work (the "Work") described in Schedule "A", at the lands and premises stated during the period commencing the first day of November, current year and ending the last day of March, the following year.
2. If requested to do so by the Client, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. Evidence of such insurance shall be provided by the Contractor to the Client upon the request of the Client.
3. The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Client caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Client acknowledges that some damage to the property of the Client is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing of snow and ice.
4. The Contractor shall indemnify and hold harmless the Client, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Client within a reasonable time following the occurrence but in any event within 48 hours of the Client first acquiring knowledge of the circumstances of the claim. The Client expressly waives the right to be indemnified by the Contractor and agrees to indemnify and hold harmless the Contractor, its agents and employees from and against any claim for damages save and except those which arise due to the negligence or breach of this Agreement of the Contractor.
5. If there is a conflict within this Agreement, the Site Map (if any) takes precedence over the Drawings and Specifications, the Drawings and Specifications take precedence over Schedule "A" and Schedule "A" takes precedence over the remainder of the Agreement. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements.
6. The Client expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.
7. Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Client may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default within 5 business days. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Client may correct the default and deduct the cost thereof from any payment due to the Contractor or terminate the Agreement. If the Client so terminates the Agreement, the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

Schedule "A" To The Snow and Ice Maintenance Contract

Definitions

- The Drawings and Specifications are attached as Schedule "B", form part of this Agreement and also include any site map prepared by the Contractor and approved, before or after execution of this Agreement, by the Client (the "Site Map").
- The Snow Clearing Areas are described in the Drawings and Specifications and are those areas upon which snow Clearing is to occur.
- Snow Stockpiling Areas are those areas to be determined at the discretion of the Contractor where Cleared snow will be accumulated, subject to Relocation or Removal.
- Ice Management Areas are those areas upon which Ice Melting Products are to be applied, through truck, machine and/or hand applications in accordance with the Drawings and Specifications.
- Clearing involves moving snow from the Snow Clearing Areas to the Snow Stockpiling Areas through Plowing, Pushing or Shoveling as specified in the Drawings and Specifications. "Clear" has a corresponding meaning.

- Plowing involves the Clearing of snow through the use of a plow or blade attached to truck vehicle. Plow has a corresponding meaning.
- Pushing involves the Clearing of snow through the use of a plow attached to a vehicle or motorized piece of equipment which is not a truck vehicle, including a front-end loader. Push has a corresponding meaning.
- Shoveling involves the Clearing of snow through the use of hand tools, including shovels pushers, blowers and brooms. Shovel has a corresponding meaning.
- Relocation involves relocating snow from the perimeter of the Snow Clearing Areas to another location on the Premises in accordance with the Drawings and Specifications or as directed by the Client. Relocate has a corresponding meaning.
- Removal involves relocating snow from the perimeter of the Snow Clearing Areas to a location outside the Premises in accordance with the Drawings and Specifications or as directed by the Client. Remove has a corresponding meaning.
- Ice Melting Products, for the purposes of this Agreement, include, but are not limited to: sodium chloride (rock salt), magnesium chloride, calcium chloride, potassium chloride, brine, urea, sand, calcium magnesium acetate. Sodium chloride is the specified ice melter, unless explicitly specified otherwise in this proposal.
- A Snowfall commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.

Description of the Work

- The Contractor will attend at the Premises, within 8 hours of the first accumulation of 1" of snow during a Snowfall, to commence snow Clearing once in accordance with the Drawings and Specifications. If a further accumulation 2" occurs during a Snowfall, the Contractor will return to commence a second pass to again Clear the snow within 12 Hours of the end of that Snowfall. Ice Melting Products included with each visit to clear areas specified.
- As Additional Work, the Client may request the Contractor to attend at the Premises to apply Ice Melting Products to the Premises in accordance with the Drawings and Specifications only on an "On-Call Basis". When the Client wishes Ice Melting Products to be applied at the Premises, the Client will make a request that the Contractor do so by contacting the Contractor at 519-328-3683 and by confirming the request to the Contractor in writing by email at tom.helpinghandspropertycare@gmail.com. The Contractor will attend to apply Ice Melting Products to the Premises once within a reasonable period of time following the request, having regard to the timing of the request and the volume of work the Contractor is otherwise committed to. The Contractor will be paid for the Additional Work as per the rates set out in this proposal.
- During the entire Term of this Agreement it is the Client's sole responsibility to engage a reasonable and effective system to monitor the weather in the vicinity of the Premises, to determine when and in what quantities Ice Melting Products are to be applied to the Premises, and to make a request of the Contractor in that regard.
- Notwithstanding anything else in this Agreement, the Contractor will not be responsible for any damages or claims Fixed Price with Ice Melting Product Applications on an On-Call Basis whatsoever relating to or caused in whole or in part by the failure to provide Ice Melting Products to the Premises and the Client will indemnify and save the Contractor and its agents and employees harmless from and against any such claims.
- The Client acknowledges that Ice Melting Products, which are not intended to provide traction, are freeze point depressants only, the effectiveness of which will depend on ground temperatures and weather conditions at, and following, the time of their application. The Client further acknowledge that the application of Ice Melting Products will not and cannot result in the immediate or complete removal of ice or snow from the Premises and the Contractor provides no guarantee or warranty that the application of Ice Melting Products will be effective in eliminating ice or snow. The application of Ice Melting Products is towards managing, but not eliminating, the risks associated with snow and ice.
- The Contractor will not be responsible to apply the Ice Melting Products if they are not commercially and reasonably available to the Contractor, at commercially reasonable rates. If the Ice Melting Products are not so available, the Contractor will advise the Client promptly and the Client and Contractor will negotiate the extent to which, upon a request being made, alternative ice melting products will be used (if available) and what other steps might be taken to address the issue.
- Unless the Drawings and Specifications provide otherwise, neither Snow Removal nor Snow Relocation are included as part of the Fixed-Price Work but must be requested by the Client as Extra Work in accordance with the Extra Work paragraph, below. The Contractor will advise the Client if, in the Contractor's opinion, Snow Removal or Snow Relocation should be performed and, should no approval for Extra Work in that regard be provided, the Contractor will not be responsible for losses or damages which might have been prevented had the Snow Removal or Snow Relocation occurred.
- The Contractor will keep and maintain records to document its attendances on site and its application of Ice Melting Products, if performed under this Agreement, and will make those records available to the Client upon reasonable request if the Client pays the reasonable photocopying charges associated with the request.