

Customer Agreement for Winter Snow Plowing

1. This agreement is valid from October 1st, 2023, through April 30th, 2024. This contract for winter services will be billed on the 1st of every month for the length of the contract. Payments shall be due 15 days from the billing date. Payments may be made by check or cash. Either party may terminate the contract for any reason by providing 7 days advance written notice to the other party. Upon such termination, services shall still be provided until the end of the 7-day period.

2. A late payment fee shall be added to each bill if not paid within said 15 days. There will be an interest rate of 18 percent on any balances remaining due and payable to Snowtime for a period of thirty days from the date of the invoice. The Customer will be responsible for all costs of collection, including reasonable attorney fees, should Snowtime refer the Customer's account to a collection company or attorney for collection. There will be a \$45.00 returned check fee, for any checks returned unpaid for any reason.

3. In the Fall Snowtime will personally inspect and mark the customer's driveway. This service is to ensure the safety of Snowtime's operators, equipment, and the customer's home. In addition, the markers provide a guide of the clearing area for Snowtime's operators. Once the markers have been placed, it is imperative they **NOT** be moved and that no landscaping, rocks, etc. be placed inside of the marked area. During the snow season, it is also important to keep the marked area clear of debris such as firewood, children's toys, etc. as these items are easily covered up by a snowfall and can become dangers to equipment, operators, homes, and bystanders. In the Spring, Snowtime will return and remove the markers.

4. If the customer sells his/her home, please notify Snowtime immediately, in writing, so services may be discontinued. The customer will be responsible for any charges through the date of notification. Please provide Snowtime with updated billing information or changes of address in the notification.

5. Snowtime is not responsible for damages to landscaping, pavement, concrete, and grass on the Customer's property. The work herein may cause damage to the Customer's property. Snowtime will reasonably repair damage to the customer's property caused by Snowtime's gross negligence. Snowtime is not responsible for scratches, gouges, chain marks, etc. as a result from normal snow removal procedures. Snowtime is also not responsible for damage to driveways caused by improper construction, sinking or poor compaction.

6. Snowtime is not responsible for damage to, or caused by: property left in, placed, or constructed within the clearing area.

7. The customer will be responsible to damage caused to Snowtime machinery if items are left within the clearing area, or if the markers have been moved, after the area has been marked in the fall.

8. Snowtime will begin snow removal when snowfall reaches between 4"-6". Timing of removal will vary from day to day, event to event. During exceptional snowfall events, it is possible that Snowtime will provide service more than once in a 24-hour period.

9. Snowtime also reserves the right to clear 'On Call' customers when the snow depth gets close to covering the markers. If we are unable to determine where the markers are located due to snow depth, we will only clear the driveway entrance in order to protect your property and our machines.
10. Snowtime reserves the right to discontinue service if the driveway is cleared by another company or

individual. Debris can be moved into the clearing area which will cause damage to our machines.

2023/2024 SNOW REMOVAL RATE SCHEDULE

All blower-cleared driveways will be billed on a per-visit rate. Rates are based on length of driveway and complexity of area to be cleared. Plowing will be billed on an hourly basis broken down into 15-minute increments. All customers will be charged a \$25 marking fee which includes marking and inspection of each driveway by a Snowtime employee. If the driveway needs to be remarked there will be an additional marking fee.

Blower Removal Rate #1 \$ 55.00 Rate is for driveways under 50 feet in length. Blower Removal Rate #2 \$ 65.00 Blower Removal Rate #3 \$ 70.00 Blower Removal Rate #4 \$ 75.00 Blower Removal Rate #5 \$ 85.00 Blower Removal Rate #6 \$ 100.00 The above rates are Flat Fee, Per Visit.

Plowing Rate will be \$190 per hour broken down into 15-minute increments with a one-hour minimum charge. There will be a 16% fuel surcharge to all plowing.

Note: All special "call outs" and "on call" customers will be billed the hourly blowing/plowing rate. All time will be broken into 15-minute increments after the one hour minimum. We ask for a week's notice prior to the arrival so we can attempt to clear while we are already out. If a special trip is needed to clear, travel time will be included in addition to the cost of your base rate.