

SNOW REMOVAL SERVICE CONTRACT

THIS SNOW REMOVAL SERVICE AGREEMENT (the "Agreement")

Dated ___ of, ___ 20_16_ BETWEEN

Client Name

(the "Customer" or the "Owner")

- AND -

Greenbloom Landscape Design Inc.

(the "Service Provider" or "Contractor")

Agree as follows:

In consideration of the payments described in Schedule "A" attached hereto, the Contractor shall perform the work **Client Address** West (the "Work") described in Schedule "A", at the lands and premises municipally known: (the "Premises") during the period commencing the 15 day of November, 2016 and ending the last 15 of April, 2017. Schedules "A", "B" and "C" are to be read into and form part of this Agreement.

2. If requested to do so by the Owner, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. The Contractor shall maintain at its own expense Comprehensive General Liability insurance in the minimum amount of \$2,000,000.00 per occurrence for bodily injury, death and property damage and evidence of such insurance shall be provided by the Contractor to the Owner upon the request of the Owner.

3. The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Owner 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 Owner acknowledges that some damage to the property of the Owner 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 Owner, 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 Owner within a reasonable time following the occurrence but in any event within 48 hours of the Owner first acquiring knowledge of the circumstances of the claim. The Owner 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 and as are described in this Article 4.

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 Owner 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 be extended 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 Owner 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 Owner may correct the default and deduct the cost thereof from any payment due to the Contractor or terminate the Agreement. If the Owner 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 plus one-months' worth as compensation.

8. Notices under this contract. A notice will be considered to have been given or made on the day that it is delivered, or, if mailed, five (5) business days after the date of mailing. Either party may give notice to the other of a change in the address set out above and if such notice is given the address specified in that notice will then apply for the purposes of giving notices under this Agreement.

Schedule “A” To The Snow Removal Contract

1. Definitions

The Quote, 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 Owner (the “Site Map”).

The Snow Clearing Areas are described in either the quote provided or 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.

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 that 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 Owner. 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 Owner. Remove has a corresponding meaning.

Ice Melting Products are products such as salt and other non-chlorides, which are generally applied to reduce the risk of a slip and fall.

Ice Management Services are services and processes designed to address ice accumulation and to manage the risk of the slip and fall, which include but are not limited to the application of Ice Melting Products. The Contractor is NOT being retained to provide Ice Management Services under this Agreement.

A Snowfall commences when snow begins to accumulate upon the Premises and ends when the continuous accumulation upon the Premises ceases.

2. Description of the Work

2.1 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. The first 25 Snowfalls will be included as part of the Fixed Price Work, after which the Contractor will be paid for each additional Snowfall, as Additional Work, per each property the sum of **1/25th of the total contract** (4% of full snow removal contract or, the average cost per plow) not including applicable taxes. (insert “unlimited” and “nil” if applicable).

2.2 The Owner acknowledges that there are Ice Melting Products and standards of Ice Management Services available which are designed to manage the risk of a slip and fall. The Owner shall at its sole discretion determine if, when and to what extent such Ice Melting Products or Ice Management Services will be utilized at the Premises during the entire Term of this Agreement. In that regard the Owner will have the sole responsibility to engage a reasonable and effective system to monitor and manage the potential and actual accumulation of ice on the Premises. The Contractor will not be responsible for any damages or claims whatsoever relating to or caused in whole or in part by the failure to provide Ice Melting Products or Ice Management Services to the Premises and the Owner will indemnify and save the Contractor and its agents and employees harmless from and against any such claims.

2.3 Unless the Quote, 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 Owner as Extra Work in accordance with paragraph 3, below. The Contractor will advise the Owner if, in the Contractor's opinion, Snow Removal or Snow Relocation should be performed and, should no approval for Extra Work in that regard is provided, the Contractor will not be responsible for losses or damages that might have been prevented had the Snow Removal or Snow Relocation occurred.

2.4 The Contractor will keep and maintain records to document its attendances on site, and will make those records available to the Owner upon reasonable request if the Owner pays the reasonable photocopying charges associated with the request.

3. Extra Work

3.1 It is not intended that the Contractor should perform any work or services not described in or properly inferable from this Agreement. The Owner may request that the Contractor perform extra work or services (“Extra Work”) by contacting the Contractor and by confirming the request to the Contractor by email. The Contractor will not unreasonably withhold its agreement to perform Extra Work. If the Contractor agrees to perform Extra Work, the Contractor will do so within a reasonable period of time 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 Extra Work an amount as agreed, or as set out in Schedule C.


Schedule C.:

Extra work: price for salting in case of an ice storm as discussed - \$ XXX per salting per each property

4. Payment

4.1 In consideration of the performance of the Fixed Price Work the Owner will pay the Contractor the price of total amount in Words Canadian dollars (\$XXXXXX), plus applicable taxes, by way of 5 monthly payments of \$XXXX + H.S.T. payable from Nov 1, 2016 to April 1, 2017. The Contractor will also invoice the Owner for items of Additional Work and Extra Work, if any, monthly. All invoices are due and owing within thirty (30) days of the date thereon and unpaid invoices will attract interest at a rate of 2% per month, 24% per annum.

4.2 Should the Owner default in any payment of a monthly installment of the Fixed Price Work or invoice for Extra Work as aforesaid, the Contractor may give Notice of said default to the Owner and should said default remain uncorrected for a period of (5) five days thereafter, the Contractor without further notice to the Owner may stop work under this Agreement such that all of the Contractor's obligations hereunder will be suspended without limitation, the Owner will have the sole responsibility to engage a reasonable and effective system to monitor and manage the condition of the Premises, the Contractor will not be responsible for any damages or claims whatsoever relating to or caused in whole or in part by the failure to perform services to the Premises and the Owner will indemnify and safe harmless the Contractor and its agents and employees from and against any such claims.

<p>[CONTRACTOR]:</p>  <p>Date:</p>	<p>[OWNER]:</p> <p>Date:</p>
---	---

Schedule "B" To The Snow Removal Contract

See Quote number: