

Terms & Conditions

1. **Worry Free Snowblowing Inc. agrees to provide driveway snow blowing services at the address listed above from November 5th to April 1st of the current winter season, up to a total seasonal accumulation of 250 cm OR 22 events (see Clause 6 for details).** This contract includes all snowfalls meeting the definition of a "snow event," being an accumulation of 5 cm or more within a twenty-four (24) hour period as recorded by Environment Canada, with no forecasted accumulation for the following forty-eight (48) hours. Snowfalls under 5 cm per snow event are not included, nor are situations involving cumulative accumulation over multiple days that do not meet the 5 cm per 24-hour threshold, drifting snow, freezing rain, or ice buildup.. Snow on December 25th and January 1st will be cleared on December 26th and January 2nd, respectively
2. On snow events we will always attempt to have an initial pass complete within 6 hours of the end of the snowfall, however, due to the unpredictable nature of snow our completion times cannot be guaranteed. Every effort will be made to clear your driveway as quick as possible.
 - a. Windrow (snow ridge) removal from city plows will be completed promptly after the city's clearing, but delays may occur due to unknown municipal schedules.
 - b. Snowfalls exceeding 15 cm over long durations will receive multiple clearings, as needed.
 - c. If the city clears excess snow on a non-snowfall day, we are not automatically responsible. However, you may contact us and we will do our best to accommodate.
 - d. If your driveway is blocked or inaccessible (e.g., parked vehicles), only accessible areas will be cleared. Second day call-back service is available and must be booked by 11:00 a.m. the following day.
3. Driveway service means the blowing of snow from the driveway surface (up to 24" away from the garage doors) to any area on the client's property. No loading or transport of snow, sanding, salting, de-icing or hand-shovelling is included in this contract unless otherwise specified.
 - a. Ultra Driveway Service: Includes service for snowfalls of 2.5 – 4.9 cm (measured in Orleans). Worry Free Snowblowing Inc reserves the right to assess whether service is necessary based on melting conditions and forecast.
 - b. Windrow Driveway Service: Windrow-only service triggered by 7 cm or more, performed after city plows pass. Not available to clients on main streets, bus routes, or where sidewalk plows operate.
4. Walkway shoveling, if purchased, is an additional service. Shovelling service only occurs once per snowfall. This service begins after all snow has completely stopped. During heavy or wet snowfalls, you can expect delays to the service. Shovel service includes shovelling in front of your garage door as well as your main entrance area, pathway to front door, steps, landing and/or porch etc. This service does not include the removal of snow resulting from personal roof cleanings or ice resulting from freezing rain.
 - a. Side & Back walkways will only be cleared during the snow event if they are a primary tenant entrance. All additional work will be scheduled for 2nd day visits. (Proof of tenancy may be requested).
5. Driveway markers will be installed starting October 20th and removed by April 15th. Homeowners are responsible for marking any additional obstacles (e.g., stairs, lights, outlets) or requesting extra markers. If the actual driveway size differs from what is on file during installation, your contract will be automatically updated to reflect the correct size and cost. If a driveway extension limits snow storage, snow will be directed onto the extension.
6. If total snowfall during the contract period exceeds 250 cm or 22 snow events (whichever occurs first), as measured at the Ottawa International Airport, the contract will automatically continue beyond the seasonal cap at a rate of \$30.00 per clearing for each additional snowfall of 5 cm until the end of the winter season. Prior to reaching this seasonal cap, we will make reasonable efforts to contact the Client by email to provide notice and the option to opt out of continued service and billing. If no response is received, service will continue and the Client will be deemed to have accepted the continuation of service, and billing will apply accordingly. All 2.5 cm Ultra contract holders will automatically revert back to standard 5 cm service unless they opt in to continue the 2.5 cm Ultra service by contacting our office at (613) 837-4556 or by email at office@wfsnow.com prior to the start of the next service period.
7. Fuel Surcharge: Should the price of diesel exceed \$2.20 per litre for the majority of the winter season, Worry Free Snowblowing Inc. reserves the right to apply a one-time fuel surcharge of \$15.00. Only one (1) fuel surcharge will be applied per season.
8. Returned cheques will incur an administrative fee of \$35 per occurrence. A prorated charge will apply for any contract cancellations once the season has started, and an additional \$50 administrative fee will be applied. In the event of non-payment or breach of any contract terms by the client, this agreement will be deemed void, and Worry Free Snowblowing Inc will be released from all obligations to provide further service. If the client is on an installment payment plan and a payment is more than 10 days past due, service will be suspended and driveway markers removed until the outstanding balance is paid in full. The client may be ineligible for renewal in future seasons, and any unpaid balance may be referred to a collections agency.
9. Worry Free Snowblowing Inc may, at its sole discretion, terminate this agreement immediately in the event the customer fails to comply with any term of this contract, or engages in conduct considered inappropriate, abusive, hostile, or unsafe toward Worry Free Snowblowing Inc employees, operators, crews, or office staff. In such circumstances, the agreement will be cancelled without notice and no refund will be provided.
10. Worry Free Snowblowing will take reasonable care to avoid damage while performing snow clearing, but is not responsible for damage to any items located within the snow-clearing area or within 2 feet of the driveway edge, including but not limited to: extension cords, downspouts, basketball/hockey nets, overhanging branches, cedar hedges, small plants or shrubs, sprinklers, solar lights, buried items, water main valves, oil/lubricant spills, scratches or rust marks on driveway surfaces.

We will only consider covering the cost of repairs to fixed obstructions—such as steps protruding into the driveway—if they are clearly marked and those markings are properly maintained. If a marker placed by Worry Free Snowblowing Inc is moved or removed, we are not liable for any resulting damage. All damages must be reported by May 15th of this current season for repairs to be considered. Damages reported after May 15th of this current season are not the responsibility of Worry Free Snowblowing Inc.

The Client agrees to hold harmless and indemnify Worry Free Snowblowing Inc. for any and all claims, actions, liabilities, obligations, costs, expenses, or damages arising from:

- a. damage caused by normal operations (non-negligent);
- b. damage to lawn/landscaping caused by the piling of snow or by wet conditions;
- c. damage to parking surfaces or sidewalks that is normal and expected due to snow & ice management;
- d. personal injuries resulting from slip and fall accidents;
- e. any and all services, areas, or sites not specified and agreed upon in this document;
- f. any time de-icing is performed by the Contractor at the Client's request.
- g. damage to aging or deteriorated asphalt driveways, including but not limited to surfaces that are uneven, cracked, heaved, soft, or otherwise compromised due to age, wear, or prior condition.

In all circumstances, the maximum liability of Worry Free Snowblowing Inc. arising from or related to the services provided under this Agreement shall be limited to the total amount paid by the Client under this Agreement. The Client further agrees that Worry Free Snowblowing Inc. shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages of any kind.

11. **By making payment through the website (wfsnow.com), online, over the phone or by mail, you are effectively binding the contract and agreeing to the Terms and Conditions set forth within this contract.**