Worry Free Snowblowing Inc. – Damage Policy

Worry Free Snowblowing Inc. ("the Contractor") shall exercise reasonable care and diligence in the performance of snow removal services. However, due to the nature of snow clearing operations, including but not limited to limited visibility, snow accumulation, and hidden or obscured objects, the Client acknowledges and accepts that certain risks of damage are inherent to the services provided.

The Contractor shall not be held liable for any damage to items located within the designated snow-clearing areas or within two (2) feet of the driveway perimeter. This includes, but is not limited to, extension cords, downspouts, basketball or hockey nets, landscaping features, overhanging branches, hedges, garden beds, small plants or shrubs, solar lights, sprinkler systems, water main valves, or any other movable or concealed objects.

The Client is solely responsible for clearly identifying and properly marking any fixed or protruding obstacles that may be at risk of damage, including but not limited to steps, curbs, decorative structures, or utility fixtures. The Contractor will only consider liability for damage to such fixed obstructions where they have been clearly marked with visible, durable markers that are properly maintained for the duration of the contract. If markers are missing, displaced, or obscured at the time of service, the Contractor shall bear no responsibility for any resulting damage.

The Contractor shall not be liable for damage to driveways, walkways, or adjacent surfaces where such damage results from pre-existing conditions, including but not limited to cracked, uneven, deteriorated, soft, or aging asphalt or concrete. Minor surface markings, including scratches, scuffs, or rust stains caused by normal equipment operation, shall be considered incidental and not grounds for liability.

The Contractor shall not be responsible for damage to lawns, landscaping, or property caused by the placement or piling of snow, particularly during periods of heavy snowfall or thawing conditions. Such outcomes are considered a normal and unavoidable consequence of snow management services.

All claims for alleged damage must be reported to the Contractor no later than May 15th of the current service season. Failure to provide notice within this timeframe shall constitute a waiver of any such claim.

In all circumstances, where liability is established, the Contractor's responsibility shall be limited solely to the reasonable cost of repair or replacement of the damaged property, at the Contractor's discretion. Under no circumstances shall the Contractor be liable for any indirect, incidental, consequential, or punitive damages.

The Client agrees to indemnify and hold harmless Worry Free Snowblowing Inc. from and against any and all claims, liabilities, damages, costs, or expenses arising from or related to the performance of services, except in cases of proven gross negligence on the part of the Contractor.