



[www.snowstar.ca](http://www.snowstar.ca) ~ 8244 7 Street SW, Calgary, Alberta, Canada, T2V 1G6 ~ (403) 640 – 4440

## Terms & Conditions of Service Agreement - 2010 / 2011

City of Calgary Sidewalk Clearing - Non-Corner Lot - \$ 30.00 + GST /month

City of Calgary Sidewalk Clearing - Corner Lot - \$ 40.00 + GST /month

20% Senior's Discount over 65 - Non-Corner Lot \$25.00 + GST/month – Corner Lot \$33.00 /month

Snowstar Inc. (Snowstar) shall provide professional, machine-based snow clearing for the period of one (1) calendar month (from the date of service commencement - typically the first of the month) including up to 30 snow clearing services during that calendar month period for the above stated prices. Prices are subject to change throughout the winter season, and contracting the services of Snowstar does not guarantee service or pricing beyond the contracted period. Snowstar shall provide service until April 30, 2011.

Snowstar shall provide snow clearing services for the City of Calgary sidewalks that lie adjacent to this particular property, not to exceed 30 services per calendar month period, with a maximum of 2 services per 24 hr period for up to date paid customers. A service is defined as a single pass on a single occasion removing the reasonable majority of accumulated snow from the City of Calgary sidewalk.

Snow clearing service to be provided after a minimum of 1 millimeter of snowfall as recorded by the Weather Office of Environment Canada ([link available here](#)). Snowstar reserves the sole and final right to determine if snow removal services are required and necessary during the contractual period. Snowstar may also provide clearing service, at its sole discretion, when no snow has fallen over the past 24hrs and when clearing may prove beneficial to future performance, such as when temperatures rise above the melting point during a Chinook. Snowstar may also provide pro bono services from time to time, at its sole discretion, and when the particular situation warrants.

Snowstar will not provide service for any part or portion of an owner / occupant's property, and/or adjacent City of Calgary sidewalk where service access is restricted by vehicles, property, and/or any other prevailing dangerous conditions. All parties understand and agree that Snowstar will not clear snow from any portion of the property other than the City of Calgary sidewalk adjacent to the property, and place that snow on the adjacent boulevard. Snowstar shall not be liable for any snow placed on the sidewalk by any person(s) which may be cleared from the sidewalk and placed on the Boulevard. Snowstar shall not be liable for any snow which may be placed at the driveway or entrance to the property and shall not clear such snow as part or parcel of this agreement.

The property owner / occupant agrees to hold harmless and indemnify Snowstar, in perpetuity, from any claims, damages, suits, torts or other such actions that may be brought against Snowstar Inc., the property owner / occupant, and/or property owner's / occupant's property on behalf of any party for any damages, excluding any gross negligence or willful act of damage on the part of Snowstar.

Snowstar is not liable for any harm resulting from a slip and fall, regardless of whether service was provided prior to the incident or not.

Snowstar may not be held liable for damage to grass, plants, shrubs, trees, curbs, planters, steps, landscaping, sidewalks, driveways, or other property, cosmetic or otherwise that may result from snow removal services provided by Snowstar.

Snowstar provides in-situ snow clearing services and does not provide snow removal to a remote location as part or parcel of service provision under this agreement.

Snowstar may not be held liable for any creation, accumulation or non-removal of ice that may occur on the City of Calgary sidewalk and/or owner's / occupant's property. Snowstar does not provide salt, sand or de-icing application services at this time. The choice and responsibility to apply salt, sand or ice-melter compound is at the sole liability and discretion of the property owner / occupant.

Snowstar reserves the sole right to determine at what time of day services will be provided and this agreement indemnifies Snowstar from providing services during periods where such service provision may be prohibited by law.

Snowstar shall not be liable for any undelivered services due to forces beyond its control; including acts of god, extreme weather and/or natural disasters. Snowstar shall take reasonable action to maintain service during extreme weather, but it is known that services may take longer to provide.

Payment for services constitutes understanding and acceptance of these terms and conditions of service. The term of this agreement begins upon the date of acceptance (payment) and continues consecutively through to April 30, 2011 unless two (2) weeks written notice (via email or mail) is provided to Snowstar prior to the termination date of current service (typically the end of the calendar month).

All parties agree that it is the intention of this agreement to respect the bylaws of the City of Calgary, and the jurisdiction and laws of the Province of Alberta, Canada.

**I have read and understand the terms of this service agreement:**

\_\_\_\_\_  
Signature of Property Owner / Occupant

Date: \_\_\_\_\_, 2011

Address: \_\_\_\_\_, Calgary, Alberta, Canada