Service Agreement

This Service Agreement ("Agreement") is entered into by and between MLV Legacy Solutions INC., operating as Blizzard Pro Snow Removal Services ("Blizzard Pro"), and the undersigned Customer ("Customer"). By signing, the Customer agrees to the following terms and conditions for seasonal snow removal services.

1. Service Period

This Agreement is **effective from November 1, 2025, to April 1, 2026**. Services will be provided throughout this period unless modified by mutual agreement or terminated early as outlined in this Agreement.

Service will be provided whenever snowfall reaches or exceeds **5 cm (2 inches)**, as confirmed by Environment Canada.

- Any snowfall **under** 5 cm is the Customer's responsibility.
- Blizzard Pro does not provide salting, sanding, or ice control services.

2. Snow Removal Triggers and Scope of Services

Snowfall Threshold & Two-Pass Guarantee

- Service will be provided whenever snowfall reaches or exceeds 5 cm (2 inches), as confirmed by Environment Canada.
- Any snowfall under 5 cm is the Customer's responsibility.
- Blizzard Pro guarantees two passes per snow event within 24 hours:
 - o First Pass: Conducted as snowfall accumulates.
 - Second Pass: After city plows pass, ensuring windrows at the end of the driveway are cleared.
- Additional visits beyond two passes per event are not guaranteed.

Heavy Snowfall & City Plowing

- If snowfall exceeds 25 cm (10 inches), delays may occur due to increased service demand.
- Priority will be given to main streets and arteries once at least 50% of city windrows have been cleared. This ensures access to major roads before Blizzard Pro services residential streets.

Exclusions

- No salting, sanding, or ice control services are provided under this Agreement.
- It is solely the Customer's responsibility to apply salt, sand, or other anti-slip measures to ensure safety on their property.

3. Customer Responsibilities

Driveway Clearance & Vehicle Placement

- Driveway must be free of obstructions including vehicles, garbage/recycling bins, hidden objects (rocks, bricks, downspouts, pipes, planters, toys, etc.).
- If vehicles are left in the driveway:
 - o Only the accessible portion will be cleared.
 - o Blizzard Pro will not return for re-clearing once the vehicle is moved.
 - o If multiple vehicles remain, service will only clear 1 foot behind them.

Snow Placement:

- Snow will be placed in designated areas on the Customer's property.
- Blizzard Pro does not remove snow from the property.
- If there is insufficient storage space for snow, Blizzard Pro may skip the affected snow event without refund or credituntil adequate space is made available.

Vehicle Placement & Snow Deposition:

- If a vehicle blocks the designated snow placement area, Blizzard Pro cannot direct snow over the vehicle due to safety and equipment regulations.
- Operators may need to reposition snow, increasing service time, or leave snow in place until the issue is resolved.
- Customers will receive a warning on the first occurrence. If repeated, Blizzard Pro may refuse service without refund.

4. Equipment and Operations

Blizzard Pro operates Kubota L6060 tractors with inverted snow blowers for maximum efficiency and driveway protection.

- Operators will maintain a 1-foot clearance from:
 - Garage doors
 - o Snow markers
 - o Retaining walls, fences, or other structures
- A thin layer of snow may remain after clearing in order to protect pavement surfaces.
- Hidden Object Liability:
 - Objects buried in snow (e.g., hoses, toys, pipes, or debris) can damage equipment.
 - If an unmarked hidden object damages Blizzard Pro equipment, the Customer may be charged up to \$500 for repairs.

5. Interlock, Pavement, & Driveway Damage Policy

Interlock Disclaimer (Zero Liability)

- Blizzard Pro is not liable for any interlock damage under any circumstances.
- Interlock surfaces naturally shift, settle, and vary in texture, which may cause snowblowers to catch edges, resulting in scratches, scrapes, chips, or displacement.
- These risks are inherent and unavoidable in the nature of snow removal on interlock surfaces.
- Blizzard Pro does everything possible to avoid damage, including:
 - Using Kubota L6060 tractors with inverted blowers designed to protect pavement and interlock.
 - o Installing and maintaining protective cutting edges and plastic side guards to minimize contact.
 - o Performing regular servicing and adjustments with certified maintenance providers to ensure proper clearance.
 - Training operators to maintain a safe buffer from raised or uneven areas wherever possible.
- Even with these precautions, the Customer acknowledges and accepts that all risks relating to interlock are assumed solely by the Customer, and Blizzard Pro will provide no refunds, compensation, or liability coverage.

Pavement & Driveway Disclaimer

- BlizzardPro is not responsible for driveway imperfections, including:
 - o Pre-existing cracks
 - Uneven pavement
 - o Settlement or shifting
- These imperfections may worsen during normal snow removal operations.
- Blizzard Pro does everything possible to minimize risk, including:
 - Operating equipment at a slightly elevated setting to avoid direct scraping when possible. Using state-of-the-art inverted blowers that are less aggressive than traditional plows.
 - o Conducting seasonal blade adjustments and protective edge replacements.
 - o Training operators to exercise caution around visibly vulnerable areas.

Despite these precautions, scraping, surface wear, or minor cosmetic damage may still occur as part of the normal course of snow removal, for which Blizzard Pro assumes no liability.

General Damage Disclaimer

- All reported damage will be documented and investigated.
- Blizzard Pro reserves full discretion to determine whether full, partial, or no compensation will be provided, but no liability will be assumed for interlock or pre-existing driveway issues.

6. Communication & Alerts

- Customers will receive 30-minuteservice notifications before arrival by SMS or email. SMS alerts may only be sent between 8 AM – 8 PM.
- Outside these hours, email alerts will be used.

7. Payment Terms

- Full payment is required before service begins.
- Payments are non-refundable as of November 1, 2025. Cancellations may be
- reviewed case by case but refunds are not guaranteed. If diesel fuel prices
- increase by more than 30% above the **September 1, 2025**, rate or exceed **\$2.25/L**, a **\$2.00** per visit fuel surcharge may apply.

Service Activation Requirement: It is the Customer's responsibility to return a signed and dated copy of this Service Agreement to Blizzard Pro prior to October 31, 2025, along with full payment. Services will not be activated until both payment and the signed Agreement have been received.

8. Cancellation & Refund Policy

- Payments are non-refundable as of November 1, 2025.
- Blizzard Pro may review requests for cancellation but is not obligated to provide refunds.
- Service interruptions caused by vehicle placement, insufficient snow storage, or other customer-related issues do not qualify for refunds or credits.

9. Indemnification

The Customer agrees to indemnify and hold Blizzard Pro harmless from any claims, damages, or liabilities arising from:

- Failure to comply with this Agreement.
- Failure to clear driveways of obstructions.
- Property conditions that contribute to service limitations or equipment damage.

10. Agreement & Acknowledgment

By signing this Agreement, the Customer acknowledges that they have read, understood, and agreed to all terms outlined above. The Customer accepts full responsibility for ensuring their driveway is clear of obstructions, for applying their own anti-slip measures, and for the risks associated with interlock, pavement imperfections, and normal surface wear. The Customer understands that service will only be activated once full payment and a signed, dated copy of this Agreement are received by Blizzard Pro prior to October 31, 2025.

