

# Blizzard Pro Snow Removal

## 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") as of the effective date below. 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**

Blizzard Pro guarantees **two passes per snow event** within a **24-hour period**:

1. **First Pass:** Conducted as snowfall accumulates, clearing as much snow as possible.
2. **Second Pass:** Performed **after city plows have passed**, 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.

## Snow Placement & Property Considerations

- Snow will be cleared from the driveway and **placed in appropriate areas on the Customer's property. Snow will not be removed from the property**—Customers must
- ensure there is **adequate space** for accumulating snow.
- If Blizzard Pro determines there is insufficient space for snow storage, we will skip the affected snow event until the issue is resolved. Service will continue to be skipped for subsequent snow events until adequate storage space is available.

## 3. Customer Responsibilities

### Driveway Clearance & Vehicle Placement

- The Customer must ensure the driveway is **free of obstructions**, including:
  - Vehicles
  - Garbage/recycling bins
  - Hidden objects (rocks, bricks, downspouts, pipes, planters, etc.)
- Customers will receive a **30-minute SMS or email notification before service**.
- If a vehicle **remains in the driveway**, Blizzard Pro will:
  - Clear only the accessible portion.
  - **Not return** for a re-clear if the vehicle is later moved.
  - If multiple vehicles remain, service will **only clear 1 foot behind the vehicles** for easy departure.

### Vehicle Placement & Snow Deposition

- If a **vehicle is parked on the side where snow needs to be deposited**, Blizzard Pro **cannot and will not** direct snow over the vehicle due to safety and equipment regulations.
- In such cases, the operator may be forced to pull snow out of the driveway and reposition it, which increases service time. Depending on the severity of the snow event and other factors, Blizzard Pro may determine that clearing is not feasible and leave the snow in place until the issue is resolved.
- **Customers will receive a warning the first time this occurs**, advising them to park vehicles in an area that allows for proper snow deposition.
- If the issue persists, **Blizzard Pro reserves the right to refuse service for that snow event**, and no refund or credit will be issued.

### Anti-Slip Measures & Customer Responsibility

- **Blizzard Pro is not responsible for ice buildup or slip-and-fall incidents on the Customer's property.**
- **It is solely the Customer's responsibility** to apply salt, sand, or any other anti-slip measures to ensure the safety of their driveway and surrounding areas.
- By signing this Agreement, the **Customer acknowledges that Blizzard Pro bears no responsibility for any injuries, damages, or liabilities caused by icy conditions on their property.**

## 4. Equipment and Operations

### Snow Removal Equipment & Safety

- Blizzard Pro operates **Kubota L6060 tractors with inverted snow blowers**, designed for **efficiency and precision**.
- Blizzard Pro will do everything we can to protect your pavement, **which may result in a thin layer of snow being left behind after clearing**. However, due to unpredictable factors such as lifted interlock or uneven pavement, scrapes and scratches may still occur.

### Obstruction Risks & Equipment Damage Fees

- **Objects left on driveways that become buried in snow (e.g., bricks, downspouts, hoses, construction debris, toys, etc.) can cause equipment damage.**
- If an **unmarked hidden object damages Blizzard Pro's equipment**, the **Customer may be charged up to \$250 for repairs**.
- Customers must **ensure their driveway is free of debris** to prevent damage to their **property, vehicles, and Blizzard Pro's equipment**.

### Interlock, Uneven Pavement, & Driveway Damage Policy

- **Blizzard Pro is not responsible for driveway imperfections, including:**
  - Uneven pavement
  - Pre-existing cracks
  - Interlock shifting
- **These imperfections may lead to additional damage, for which Blizzard Pro is not liable.**
- **Interlock surfaces shift naturally**, making them uneven. Snowblowers may catch on these imperfections, leading to accidental damage.
- **Blizzard Pro takes every precaution to minimize this risk**, but due to the nature of interlock and uneven pavement, **some damage may be unavoidable**.
- **All reported damage will be documented and investigated**, but Blizzard Pro **reserves the right to determine whether full, partial, or no compensation will be provided**.

### Snow Markers & Garage Clearance

To **protect vehicles and property**, Blizzard Pro will **maintain a 1-foot distance** from:

- Snow markers
- Garage doors
- Retaining walls, fences, or other structures

This **ensures the safest and most effective service** while minimizing risk of accidental damage.

## 5. Payment Terms

- Full payment is required before service begins.
- 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.

## 6. Communication & Alerts

- Customers will receive **30-minute alerts before service** via **SMS or email**.
- **As per Ontario law, Blizzard Pro can only send text alerts between 8 AM - 8 PM.**
  - Alerts outside these hours will be sent **by email only**.

## 7. Cancellation & Refund Policy

- All payments are non-refundable as of November 1st, 2025.
- Cancellations are reviewed on a case-by-case basis but do not guarantee refunds.

## 8. Indemnification

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

- Failure to follow this Agreement.
- Failure to remove obstructions from the driveway.
- Property conditions that contribute to damage or service limitations.

## 9. Agreement & Acknowledgment

By signing below, the **Customer acknowledges and accepts** the terms outlined in this Agreement.

Blizzard Pro is committed to **providing reliable, high-quality service** and values **your feedback** to help improve our operations. We appreciate your trust and look forward to keeping your driveway clear this winter!

**Customer Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_