

By hiring Hero Snow, or Hero Mow, under the registered company of Hero Snow Removal Limited (HSR) the customer agrees to the following terms:

PAYMENT – Payment will be accepted on a recurring basis, for the first of each month. If payment is not received by the first of the month, and a pre-authorized payment plan is not in place for the planned months of service, no service will occur until these two criteria have been met. **NO EXCEPTIONS.**

CANCELLATION - Monthly subscriptions are **NON OBLIGATED**, and **CAN BE CANCELLED AT ANY TIME.** Upon cancellation, HSR will continue the service for the balance of the month most recently paid for and cease service at the end of that month. If HSR is otherwise advised to cease service immediately, the customer is aware the fee for unused service is forfeited. If a customer cancels a subscription and wishes to renew for any service at any other time, **THIS SIGNED AGREEMENT WILL REMAIN ACTIVE.**

PROPERTY DAMAGE POLICY - If HSR is at fault of any property damage, every effort will first be made repair the property to it's pre-damaged state, so far as reasonably possible, and if repair is not possible, HSR will compensate for reasonable costs associated with replacing the property with property of like kind and quality. Damage claims must be made within 48 hours of damage occurring. Any claims made beyond 48 hours of service will no longer be the responsibility of HSR.

WINTER SEASON:

TRIGGER DEPTH - Snow will be cleared from the property as documented in the Invoice/Receipt. Service will only occur during overnight periods, when 1 inch of snowfall has accumulated, and when the snow has stopped falling and any winds have subsided, unless the snowfall qualifies for a "quick service". Due to the geographical spread of clients, this system will not be perfect. If HSR records accumulation of less than 1 inch but a customer has more at their residence, they are asked to kindly report it so a service call can be made at **NO EXTRA CHARGE.** Any drifting of snow and the snowfall is under the 1 inch trigger point, it will be at the discretion of HSR if cleaning will be done.

GARBAGE BINS – City of Winnipeg garbage and recycling bins **MUST NOT** be placed on the driveway or snow piling/clearing area. The best suggestion is to place these bins on the front curbing of the property, out of the way of snow clearing/piling, where City of Winnipeg can still conveniently pick them up. **IF BINS ARE PLACED IN THE WAY OF HSR THEY WILL BE PLOWED INTO THE PILE WITH THE SNOW,** regardless if they are full or not. If this occurs the customer will be responsible for cleaning up the mess and for damage to the bins in the highly unlikely event it should occur. Any written instruction in the invoice regarding an alternative arrangement for garbage/recycling bins will override this clause.

PARKED CARS – HSR will work around parked cars the best it can. Customers are encouraged to ensure that their driveway is clear of parked cars after snowfalls. Anticipation of HSR's arrival can be found on the Tracking page of its website and therefore special notification will **NOT** be given. Service calls to clean up leftovers from unmoved cars **WILL BE BILLED EXTRA.**

SNOW STORM POLICY – When snowfalls of more than 6 inches (15cm) are forecasted, a “quick service” will be done. A quick service of **DRIVEWAYS ONLY** will be done while snow is still falling in attempt to allow customers to still pass through their driveway. Once the snowfall ceases, full service of driveway and steps/walkways will be done.

SALTING – Salt **IS** corrosive. Salt will be added at the customers request to **WALKWAYS ONLY** and HSR will use care and caution when applying salt, but HSR will **NOT** be held responsible for any corrosion of the driveway, steps, or lawn due to the application of salt. **THIS CLAUSE OVERRIDES THE PROPERTY DAMAGE POLICY.**

SLIPS AND FALLS – Regardless if salt is used or not, the customer realizes that ice and slippery surfaces are a fact of winter and may exist in unexpected locations on their property, even after snow removal has occurred. The customer understands this very important fact of winter, and THE CUSTOMER WAIVES HSR OF ALL LIABILITY FOR SLIPS AND FALLS THAT OCCUR ON THE PROPERTY DOCUMENTED ON THE INVOICE.

By signing below, I have read and agree to the above terms of service and the currently active invoice: