

Ehlinger Lawn Service Client Agreement

Terms and Conditions for Residential Snow Blowing (2023-2024 Season)

Driveway Service Conditions

- Snow removal begins after a single snow event with an accumulation of 1 inch or more (November 1, 2023 March 15, 2024). During heavy or prolonged snow events we may provide additional cleanings.
 - o Any snow event under 1 inch is the homeowner's responsibility.
- We start snow removal within an hour from the snow event ending. We guarantee service to be completed within:
 - o 9 hours following a snow event of 6 inches or less
 - o 12 hours following a snow event of more than 6 inches
 - o 24 hours on holidays (Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, Easter)
- There may be times when we cannot meet our service expectations due to circumstances out
 of our control (equipment failure, employee illness, staffing shortages, etc.). We will provide
 updates on our FaceBook page.
- Homeowners are responsible for removing ice from driveways, NOT Ehlinger Lawn Service, Inc.

General Conditions

- The contract is effective from November 1, 2023 April 15, 2024, including holidays.
 - From March 15, 2024 April 15, 2024, the snow removal trigger will increase from 1 inch to 3 inches. The snow removal trigger amount increases due to the warmer temperatures and conditions during the spring.
- We must be able to remove snow from your property at any time, day or night.
- Our driveway service includes all areas our tractor can access:
 - o Within 12 inches of the driveway edges and vehicles, and
 - Within 30 inches of garage doors, any remaining snow is not our responsibility.
- If there are vehicles parked in the driveway, we will only remove snow from the accessible areas. We will not come back a second time after a vehicle is moved.
 - o We are unable to call ahead so vehicles can be moved.
- We are not responsible for any damage caused by a tractor sliding due to an icy surface.

Damage Conditions

- We are not liable for damage to objects encountered in the area of snow removal (driveway), including but not limited to:
 - Basketball hoops (stationary, portable), trash cans, recycling bins, plant pots, toys, hockey sticks, extension cords, Christmas tree lights, etc.
 - Stationary objects hidden under snow and/or not identified by markers for protection.
 - Water shut-off valves if your water shut-off valve is above the pavement, contact your local public works department.
- We are not responsible for scrapes, scratches, chips, or rust marks on a driveway due to contact with snow removal equipment. Some surface cosmetic damage may happen during normal snow removal procedures.

- We will not reimburse a customer for any damage done to the property without signing an agreement for reimbursement before repairs are done.
- It is your responsibility to ensure that asphalt/interlock lift, chipped, or irregular driveways are equal before the season starts. We are not liable for replacement damage by snow removal equipment dragged over uneven surfaces.

Sidewalk Shoveling Service Conditions

- Sidewalk shoveling service is NOT included in residential driveway services. This is an additional service for a separate fee.
- If you have a sidewalk service contract, we will shovel in front of garage doors and up to the front door typically within 12 hours after the snow event, but have 24 hours to complete.
 - o If city sidewalks are included in your sidewalk shoveling service, we will clear them within 24 hours after the snow event.
 - o If the weather within the 24-hour window after the snow event drops to dangerous temperatures (wind chill warnings), we will postpone the service until the temperatures are safe for our employees.
- Removing ice from sidewalks is the homeowner's responsibility.
- If the city plows come through on a non-snow event, any snow deposited from this activity on sidewalks is the homeowner's responsibility.
 - o Clearing of this non-snow event is available at a charge of \$50 per time.

Property Conditions

- We will install driveway markers at the beginning of the snow season to mark the property for accurate snow removal. If you remove or damage a stake, we will replace them and charge you \$10/stake.
 - Retaining walls, steps, patio stones, wheelchair ramps, etc. that are close to the driveway are your responsibility to identify with additional markers.
- If you have a basketball hoop, the basketball net must be set at least 10 feet high before the start of the snow season to allow the tractor clearance.
- You must remove all personal property from your driveway or place it no less than four feet away from the driveway before each snow event.
- If you have a sloped driveway, you are responsible for keeping the driveway free of ice buildup. This may be done by putting down salt or other types of abrasive before every snowfall. We reserve the right to not provide service depending on the driveway condition.
- If you have downspout extensions into the driveway, you must remove them before the contract begins to eliminate the chance of damage.

Administrative Conditions

- If you request service out of your route order, you will be charged \$75 each time this service is requested. We ask that you reserve this for emergencies only.
- Returned checks will incur an administration fee of \$35 per check.
- We will update our FaceBook page accordingly with service updates during snow events.
- Your account must be paid in full by December 1, 2023.
- Payment in full for snow removal services (residential driveway and optional sidewalk service add-on's) indicates your agreement to the terms and conditions outlined in this document.

In case of default, the contract becomes null and Ehlinger Lawn Service will not have to perform any services. In the event that the contractor is in default of the conditions herein, this contract will be canceled following a written request from the client with documented cause and a payback percentage will be determined. At the time of the sale of the house or change of tenant, the contract will not be canceled nor refunded but transferred to the new owner or tenant for the remainder of the season.