

Residential Snow Removal Agreement 2024-2025

This Snow Removal Agreement is entered into by and between Cam's Services ("Contractor") and the Client ("Client"), collectively referred to as the "Parties."

This Agreement confirms the terms of the snow removal service selected by the Client and agreed upon following payment submission.

Basic package - \$649

2-6 inches

- Plowing (1x Driveway) - Included
- Salting - \$0.06/sq.ft.
- Shoveling (1x Walkway) - Included
- Calcium chloride - \$0.12/sq.ft.
- One service per snowfall

6+ inches

- Plowing - \$0.04/sq.ft.
- Salting - \$0.06/sq.ft.
- Shoveling - \$0.06/sq.ft.
- Calcium chloride - \$0.12/sq.ft.

Essentials package - \$849

2-6 inches

- Plowing (1x Driveway) - Included
- Salting - Included (*One application after service.*)
- Shoveling (2x Walkways) - Included
- Calcium chloride - Included
- One Service per 24/hrs

6+ inches

- Plowing - \$0.02/sq.ft.
- Salting - \$0.03/sq.ft.
- Shoveling - \$0.03/sq.ft.
- Calcium chloride - \$0.06/sq.ft.

Premium package - \$1149

2+ inches

- Plowing (2x Driveways) - Included
- Salting - Included (*One application after/before (pre-storm) service.*)

- Shoveling (3x Walkways) - Included
- Calcium chloride - Included
- One Service per 24/hrs
- Pre Salt/Calcium Application
- Priority Snow Removal

Payment Confirmation

The Client has submitted payment in advance for the selected snow removal plan.

No Refunds for Lack of Snow

The Client agrees that the seasonal fee is non-refundable, even if snowfall does not occur or is below the minimum threshold.

Liability

- The Contractor will not be liable for injuries, accidents, or damages resulting from icy conditions if the Client opts out of salting or calcium chloride services.
- The Contractor will not be responsible for damage to landscaping, property, or other items except in cases of negligence.

Property Access

The Client must ensure all gates, pathways, and areas requiring snow removal are unobstructed and accessible. Failure to do so may result in delays or additional charges.

Termination

This Agreement may not be canceled after payment submission. Services are provided for the entirety of the snow season, subject to the terms outlined.

Acceptance

- This Agreement becomes effective upon payment submission and remains valid for the duration of the snow season from November 1, 2024 - April 1, 2025.
- By proceeding with payment, the Client acknowledges and agrees to the terms outlined in this Agreement as well as the Terms and Conditions listed on the official Cam's Services website.

Force Majeure Clause

The Contractor shall not be held liable for any failure or delay in performing services due to circumstances beyond our control, including but not limited to severe weather conditions, equipment failure, labor shortages, acts of God, government restrictions, or other unforeseen events.

- Example: If a blizzard causes road closures, preventing access to the Client's property, the Contractor is not responsible for delayed service.

Limitation of Liability

The Contractor's liability under this Agreement is limited to the total amount paid by the Client for the snow removal services. Under no circumstances shall the Contractor be liable for indirect, incidental, special, punitive, or consequential damages.

- Example: If the Contractor's delayed service leads to additional costs unrelated to the snow removal, such as a guest falling on untreated snow, the Contractor is not liable for those damages.

Indemnification Clause

The Client agrees to indemnify and hold harmless the Contractor, its employees, and subcontractors from claims, liabilities, damages, or expenses, including attorney's fees, arising from services provided under this Agreement, except in cases of negligence by the Contractor.

- Example: If a visitor slips on the Client's driveway after the Contractor has completed the agreed snow removal service, the Client assumes responsibility for any resulting claims.

Dispute Resolution

Any disputes under this Agreement shall first be resolved through good faith negotiations. If no resolution is reached, the Parties agree to mediation before pursuing litigation.

- Example: If there is disagreement over the scope of services provided, the Parties will first attempt to mediate the issue before taking legal action.

Severability Clause

If any provision of this Agreement is deemed invalid or unenforceable by a court, the remaining provisions shall remain in full force and effect.

- Example: If a court invalidates a non-compete clause, the other terms, such as payment and liability, will still apply.

Assumption of Risk

The Client acknowledges and assumes all risks related to snow and ice accumulation on their property, including risks of injury or property damage, unless the Contractor is proven negligent.

- Example: If the Client declines salting services and someone slips on an icy walkway, the Client accepts responsibility for the incident.

Damage Waiver

The Contractor will take reasonable precautions to prevent property damage during snow removal services. However, the Contractor is not liable for damage to curbs, landscaping, or other items located near or under snow removal areas.

- Example: If a driveway border or curb is damaged due to snow piling, the Contractor is not responsible unless negligence is proven.

Weather and Service Limitations

The Contractor reserves the right to prioritize service delivery based on the severity of the snowfall and safety conditions. Delays may occur during extreme weather events or high demand.

- Example: During a multi-day snowstorm, the Contractor may prioritize high-risk properties like hospitals or main roads over residential properties.

Client Cooperation

The Client agrees to keep all areas requiring service free of obstructions, including parked vehicles, debris, or other barriers. Failure to do so may result in delays or incomplete service.

- Example: If a car is left in the driveway preventing plowing, the Contractor may charge for a return visit or may not complete that portion of the service.

Communication Clause

The Client agrees to provide accurate and updated contact information to ensure clear communication regarding service schedules and any necessary changes.

- Example: If the Client does not respond to a request for clarification on property access, the Contractor is not liable for delays or missed services.

Waiver of Verbal Agreements

This Agreement constitutes the entire agreement between the Parties, and no verbal agreements or modifications will be binding unless confirmed in writing by both Parties.

- Example: If the Client verbally requests an extra walkway to be cleared but it is not documented, the Contractor is not obligated to perform the service.

Notice of Changes

The Contractor reserves the right to update or amend this Agreement's terms and conditions upon providing written notice to the Client. Updates will not retroactively affect services already agreed upon or paid for.

- Example: If pricing structures change mid-season, they will only apply to new agreements or renewals, not existing contracts.

100% Satisfaction Bonus

The Contractor offers a "100% satisfaction" guarantee as a bonus to ensure quality service. This guarantee is not legally binding and does not release the Client from payment obligations.

Residential Seasonal Plans

For Clients enrolled in residential seasonal plans, the property will be cleared within 24 hours after the snowstorm has ended, unless prevented by circumstances outlined in the Force Majeure Clause.

Agreement to Terms and Conditions

By proceeding with payment, the Client agrees to the terms and conditions outlined in this Agreement and on the official Cam's Services website.

Acceptance of Agreement

By proceeding with payment, the Client acknowledges that they have read, understood, and agreed to the terms outlined in this Snow Removal Agreement. The Client also agrees to abide by the terms and conditions listed on the official Cam's Services website.

This Agreement is effective upon payment submission and remains valid for the snow season from November 1, 2024 – April 1, 2025.

If the Client fails to sign and return this Agreement within 3 business days of payment submission, the Agreement will be voided, and any payments made will be refunded in full.

Client's Signature: _____ Date: _____

Contractor's Signature: _____ Date: _____