



## Clark Logic EarthWorks — Snow Removal Terms & Conditions

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### Service Commencement & Scheduling

Snow services begin when **2 inches** of accumulation is reached on paved surfaces and will occur within 8 hours of snowfall completion.

Clark Logic EarthWorks will use its best judgment in determining service timing; however, service may be delayed by:

- Late or prolonged snowfall
- Wet/heavy snow or high accumulation rates
- Equipment breakdowns
- Hazardous road conditions or other uncontrollable factors

During ongoing storms, only one visit per 24 hours will be provided unless otherwise agreed. Return visits will occur after all properties on route have been serviced once.

**Force Majeure:** Clark Logic EarthWorks shall not be held liable for delays or inability to perform due to severe weather, labor shortages, equipment failures, or other circumstances beyond our control.

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### Special Requests & Limitations

- Requests for special clearings (due to parked cars, slush, or municipal plowing) may incur an additional trip charge.
  - Walk crews may not be dispatched if temperatures or wind chills present a danger to employee safety.
  - No services will be performed from **noon December 24 through midnight December 26** unless prior arrangements are made.
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## Snow Storage & Property Protection

Snow will be stored in locations determined by Clark Logic EarthWorks unless otherwise specified in writing. Concentrating snow in limited areas may damage landscaping; any repairs beyond normal seasonal wear will be billed to the client.

We are not liable for:

- Damage to property features hidden under snow (landscape timbers, well heads, pots, irrigation lines, etc.)
- Damage to improperly installed equipment or exposed wires/cables
- Salt damage, soil contamination, or debris left behind after snow melts
- Pre-existing pavement defects revealed by plowing

Clients are responsible for notifying us if melting and refreezing create hazardous conditions; Clark Logic EarthWorks assumes no liability for naturally occurring ice formation.

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## Extra Work & Equipment Damage

Any extra work requested will be billed separately and may not be performed during active snow events.

Clark Logic EarthWorks does not repair or replace damaged sprinkler heads unless the damage is caused by proven negligence. Properly installed, functioning sprinkler equipment should not be damaged by snow removal operations.

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## End-of-Season Repairs

We will make **one visit** after the season to remove plow stakes and repair landscape areas damaged during snow clearing. Repairs will be completed with topsoil and seed — sod installation is not included.

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## Payment Terms

Invoices are issued on the **15th and last day of each month** and are due within **10 days**. Payments accepted by check or cash only.

Overdue accounts will be charged **1.5% interest per month**. Any costs of collection will be added to the outstanding balance.

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## Fuel Surcharge

A surcharge will apply if the price of fuel exceeds **\$3.50/gallon**. If service is suspended for nonpayment, additional charges will apply for clearing accumulated snow before resuming regular service.

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## Termination of Service

Either party may cancel this agreement with **30 days' written notice** (email or mail). Clark Logic EarthWorks may suspend or terminate service without notice in cases of late payment, safety concerns, or breach of contract. All outstanding balances remain due.

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## General Terms

### Limitation of Liability

Clark Logic EarthWorks is not liable for damages exceeding the total fees paid by the client for services under this agreement, including indirect or consequential damages.

### Indemnification

The client agrees to indemnify and hold Clark Logic EarthWorks harmless from any claims, damages, or legal actions arising from services provided, including third-party slip-and-fall claims, except where caused by Clark Logic EarthWorks' proven negligence.

### Dispute Resolution

Any disputes will first be addressed through good-faith mediation. If mediation fails within 30 days, either party may pursue legal remedies under Michigan law.