



Thank you for choosing Bret Achtenhagen's Seasonal Services as your landscape provider. We greatly appreciate your business and are pleased to present the following for renewal of services. Should you choose to accept, please initial next to the pay-as-you-go option. When accepting this renewal of services, please return no later than **Oct. 1st** to ensure you are on our schedule. ADDITIONAL SERVICES ARE AVAILABLE UPON REQUEST, Please contact us for a quote.

CONTRACTOR, OWNER, PROPERTY & OTHER DEFINITIONS

Bret Achtenhagen's Seasonal Services, LTD., referred to as the "CONTRACTOR", shall perform snow plowing, shoveling/blowing and application of ice melting products, referred to as "SERVICES", at the lands and premises owned and/or managed by the parties set forth above in the SUBMITTED TO and/or PROJECT details. These parties and their agents will be referred to as the "OWNER". The Property Address set forth in the PROJECT detail shown above will be referred to as the "PROPERTY".

PER OCCURRENCE DEFINITION

This PER OCCURRENCE SNOW REMOVAL & ICE CONTROL SERVICES AGREEMENT provides the Owner with individual Fixed Fees to provide each of the following services each time they are performed; SNOW PLOWING, SNOW SHOVELING/BLOWING, PER TON ICE CONTROL SERVICES - BULK PRODUCTS & PER BAG ICE CONTROL SERVICES - BAGGED PRODUCTS.

TRIGGER DEPTH & TOLERANCE DEPTH OPTIONS

It is imperative that the Owner evaluates and selects the appropriate TRIGGER DEPTH and TOLERANCE DEPTH for their specific circumstances as these options are significant guidelines in this Agreement. The Contractor's Representative and the Owner's Representative are required to confirm the OWNER'S TRIGGER DEPTH and TOLERANCE DEPTH selections by signing below that these options have been thoroughly explained and that the appropriate TRIGGER DEPTH and TOLERANCE DEPTH have been selected.

THERE ARE A NUMBER OF OTHER IMPORTANT DEFINITIONS & CONDITIONS THAT APPLY TO THIS PER OCCURRENCE SNOW REMOVAL & ICE CONTROL SERVICES AGREEMENT AND THESE DEFINITIONS & CONDITIONS ARE DETAILED BELOW.

TRIGGER DEPTH & TOLERANCE DEPTH DEFINED

The SNOW REMOVAL & ICE CONTROL SERVICES TRIGGER DEPTH & TOLERANCE DEPTH consists of two increments:

- 1. SNOW REMOVAL & ICE CONTROL SERVICES TRIGGER DEPTH** - This increment defines the depth of precipitation at which the Owner agrees that the Owner desires SNOW REMOVAL & ICE CONTROL SERVICES to be performed. TRIGGER DEPTH is either TRACE, 1.00" or 2.00" in PER OCCURRENCE PRICING STRUCTURE agreements.
- 2. SNOW REMOVAL & ICE CONTROL SERVICES TOLERANCE DEPTH** - This increment is the snowfall depth at which the Owner agrees that, whenever possible, the Owner does not want onsite snowfall accumulations to exceed this increment. The SNOWFALL TOLERANCE DEPTH is either 1.00", 2.00" or 4.00" in PER OCCURRENCE PRICING STRUCTURE agreements.

***PLEASE NOTE: Some snow events, especially snow events that last 8 hours or more may require multiple service visits. Multiple visits will be subject to additional invoicing.**

PLEASE NOTE: The conditions described above that require service are not covered in this Per Occurrence Agreement unless the SNOWFALL TRIGGER DEPTH selected by the Owner is [TRACE]. If Owner selects any SNOWFALL TRIGGER DEPTH other than [TRACE] and additional Products & Services are needed to address sleet, freezing rain, ice, drifting, melting and refreezing conditions they will be provided upon request. Requests are to be submitted via e-mail communication to the Snow Services Email Hotline at snowservices@seasonalservices.com **AND** a verbal notification via phone call to the Snow Services Phone Hotline at 262-844-9627.

ICE STORM & OTHER HAZARDOUS CONDITIONS

In the event that winter precipitation creates slippery, hazardous conditions, the Contractor reserves the right to apply ice control products to a property even if ice control services are declined by the Owner. The application of ice control products is necessary to mitigate hazardous conditions that may cause harm to people or damage to property. The Owner will be notified by email and/or phone call prior to this service and the Owner will be charged for materials and labor associated with these applications.

SNOW PLOWING STANDARD SERVICES:

SNOW PLOWING SERVICES will be provided to the areas defined above by the Contractor. These areas will be cleared of snow using conventional snow removal equipment. The Owner shall keep serviced areas clear of materials, equipment, vehicles, debris, and various other items to ensure a safe and thorough plowing. It is the Contractor's policy to attempt to stay a minimum of 3' (three feet) away from garage doors, buildings, vehicles and other obstructions located in the service areas. The Owner must select SNOW SHOVELING/BLOWING SERVICES FOR WALKWAYS, ENTRANCES, EXITS, PATIOS ETC. if service of any area, not cleared of snow using conventional snow removal equipment, is desired. When Services are performed during times when there is vehicular activity in the areas being serviced, the Contractor will attempt to keep driving lanes and parking areas accessible. The Contractor will not attempt to clear spaces that contain vehicles, debris, dumpsters, etc. The Contractor will return to the Property during low use times to perform a thorough and final clean up.

SNOW SHOVELING/BLOWING STANDARD SERVICES:

SNOW SHOVELING/BLOWING SERVICES will be provided to the areas defined above by the Contractor. These are areas that are typically inaccessible to larger snow removal equipment and as a result, will be hand shoveled. This service includes areas within 3' of garage doors, buildings, vehicles and other specified egresses in the service areas.

ICE CONTROL STANDARD SERVICES:

ICE CONTROL PRODUCTS & SERVICES will be provided to the areas defined above by Contractor under the following conditions:

1. UPON COMPLETION OF SNOW PLOWING OPERATIONS - ICE CONTROL PRODUCTS & SERVICES will be provided upon completion of every traditional, measurable snow removal event unless the temperature is above 32 degrees at completion of snow removal operations, the precipitation is actively melting and the temperature is forecasted to stay above 32 degrees for the next 24 hours.
2. DURING EXTENDED SNOW PLOWING OPERATIONS - ICE CONTROL PRODUCTS & SERVICES will be provided should the defined service areas become hazardous during normal snow plowing and/or snow shoveling/blowing operations the Contractor will treat all defined drivable and walkable service areas with the selected ice control products.

PRICING STRUCTURE

The PER OCCURRENCE PRICING STRUCTURE shall reflect the fee for each OCCURRENCE of each corresponding SNOW REMOVAL & ICE CONTROL SERVICE.

PAYMENT EXPECTATIONS

Payment of the contract price shall be made in the following manner. The balance, plus applicable sales taxes, is due immediately upon receipt of the invoice for services. All debit and credit card transactions are subject to an automatic 3% transaction fee.

TERM OF SERVICE

The Per Occurrence Services described above will be performed from the commencement date, October 1, 2026 to April 30, 2027.

PERPETUAL ANNUAL SERVICE PROGRAM

The services provided in this document represent an Annual Services Agreement. All of the Contractor's Annual Service Agreements are included in the Perpetual Annual Service Program (PASP). The PASP automatically extends the Annual Services Agreement for successive one-year periods unless either party provides written notice of their intention to cancel.

Under the PASP, this original Annual Service Agreement can be terminated during the performance period upon written notice to the other party if:

- a) The Contractor materially breaches any provision of the original agreement, and such breach remains uncured for sixty (60) days after receipt of written notice of the breach.
- b) The Owner or Owner's Agent fails to make timely payments of money owed as required under the original agreement.

The cost of providing these services may be subject to change. As such, the PASP reserves the right to increase pricing at the beginning of the next annual term of service. The Contractor will provide the Owner with written notice of price increases prior to the commencement of term of service. The Owner or Owner's Agent shall have the option to accept the price increase and continue with the Agreement or reject the price increase and terminate the Agreement. If the Owner or Owner's Agent chooses to terminate the Agreement, they must provide written notice of termination to the Contractor at least thirty (30) days prior to the commencement date.

NOTE: If the Owner or Owner's Agent fails to provide written notice then BASS will assume that the Owner's or Owners Agent accepts the renewal of the original agreement.