



## Terms and Conditions for Just Mowing Inc 2022-23 Plowing contract DBA Just Plowing.

*Copy of this document can be found on*

[www.JustMowingInc.com](http://www.JustMowingInc.com) *click on Policies, Updated 9/1/22*

**The only way to reach the contractor during a snow event is the plow hotline email at [JustPlowErie@Gmail.com](mailto:JustPlowErie@Gmail.com). We will not be responding to phone calls at the office number. We will do all our communication via email. For billing questions, contact the office email, [JustMowingErie@gmail.com](mailto:JustMowingErie@gmail.com)**

Terms and Conditions which are related to the contract between the customer [Client] and Just Plowing [Contractor] that was signed for the 2022-23 plowing season and all seasons forward. The term of each contract will be from Commercial 11/1 or date contract signed as start date to commercial end date of 04/15 each year and Residential customer 11/20 to 04/01 each year. The client agrees that they have reviewed all these terms before signing the plowing contract and understands that all terms and conditions will be honored and enforced.

Client understands that any change by the client of the plowing contract MUST BE APPROVED and confirmed in writing by contractor, if not previous information is still in effect. Client can't make changes to price, frequency, plowing trigger, etc without contractor's agreement. Contractor will not be staking any residential customers anymore; customers must take care of this.

### **Section 1: Scope of work section:**

The trigger listed on plow contract is the point at which the contractor's trucks will go out to work. That does not mean you will be plowed at that exact trigger point. Contractor determines when snow fall has reached trigger point, and it may not always be the exact trigger point in your plow area. Contractor makes the calls based on snow fall in and around the Erie area. This call may be determined based on drifting snow, street plow accumulation, and other reasons. Client's driveway may get plowed when they have less than the exact trigger.

Salting is applied as needed and determined by the contractor during the season. This may be applied 24/7 as deemed necessary by contractor due to weather and conditions. Salting charge is listed on contract. Client will allow Contractor to use Brine Salting if contractor deems necessary.

For Residential accounts contractor will plow between 7PM and 8AM, but for safety of workers and equipment contractor will not plow during day. Client agrees that contractor will plow once per each 3" trigger occurrence any additional request will result in extra charge for client. Commercial accounts are plowed as needed based on trigger on contract. For Commercial and Per plow Customers after large storms, the contractor may deem necessary to scrape the driveway clean, clear the mailbox, and move piles of snow before they freeze. Normal price per plow will apply for this work. If contractor goes out to plow and client has cleared driveway themselves, they still will be charged, or it will count as the plow for that trigger occurrence.

If client hires contractor for any other work during this contract all requirements and conditions from this contract will also apply for this work. This would include but not limited to salting, shoveling, snow stacking, snow removal,

and more. When client hires contractor for snow removal or snow stacking with large equipment contractor is not liable for any damage to client's property for property that is covered in snow or not marked with stakes. Any damage done to covered and buried property will not be the contractor's responsibility and the client will be 100% responsible for cost of repairs.

Residential Accounts: contractor agrees to plow between 7PM and 8AM if Trigger is reached, on Thanksgiving Christmas/New Years Holiday contractor will not plow between 2PM on Eve to 7PM on Holiday. If seasonal customer requested additional plow service, or residential customer needs plowing on Holiday: the minimal charge is \$40 per plow for the first 15 minutes including travel plus additional \$10 for each 5 min after that.

## **Section 2: Snow Plowing Specification:**

Residential Plow contract starts November 20<sup>th</sup>, current year to April 1st, following year, or from the date of agreement until 04/15 following year. Snow will be pushed to the best location as deemed by contractor and must be pushed on the client's property. If Client requests snow to be piled in a different location than the best location as selected by contractor, then additional charges may be necessary. Any additional snow movement due to client's request may result in an increased cost to the client. Client may not request Contractor to PUSH SNOW ONTO STREET OR NEIGHBORS PROPERTY.

Clients MUST have driveway stakes and agree to maintain and replace stakes during length of the contract. Drivers work in harsh conditions and cannot always avoid the stakes. The client understands it is their responsibility to replace and repair stakes, even if the contractor installed the stakes. If stakes are not in place, contractor will not be held responsible for any damage to client's property. Clients must stake all obstacles every 8 feet of straight plow area. If contractors report stakes are not on clients property, then client agrees to not hold contractor responsible for any plow repairs in the Spring.

Salting is not based on a trigger; it is based on the contractor's judgement and experience as to when property needs to be salted for safety. At times contractor will salt in anticipation of ice or snow and said storm may or may not actually happen. Also, if snow has accumulated even ¼ inch or more the contractor may need to plow before salt can properly be used. Client will be charged for plowing when this occurs. Most times before contractor can salt contractor will need to plow.

Triggers: Contractor will attempt to plow after trigger is reached, however the contractors make the call as to when the trigger is hit in the Erie area. The measurement of snow at the Airport is not the final stat as to if contractor will plow or not. The wind effects snow drifts and where snow falls, also different areas get different snow each storm. Once the Contractor sends out drivers they will plow, we do not measure each drive. So, if your drive has 1 ½ to 2 inches and your trigger is 3" you will still be plowed on this instance and will be responsible for paying for the service if contractors deem it necessary to plow. Contractor makes no 100% guarantee to have driveway plowed by a certain time. We will do our best to plow customers as fast as we safely can each storm.

Residential plowing times: we only plow between 7PM and 8AM, we will not plow residentials during other times of the day for safety. Our residential trigger is 3 inches that is 3 inches in a specific snow event for example if it starts snowing today at 2PM and we get 1.5 inches by 7PM and it stops and then we don't get any more snow until next day we get another 1.5 inches that is two separate snow events so we would not have plowed it. 3 inches in a snow event and it triggers our plows, if 3 inches occurs during non-plowing time, we will have it plowed by 8AM the next day. Seasonal contract price is based on the average of 20 plows per season, if contractor plows more than 25 plows, they have the right to charge per time rate for each plow over 25. Per plow rate is determined by dividing your seasonal rate by 20.

If due to any circumstances the amount of snow is higher than double the plow trigger listed on the contractor the contractor reserves the right to charge extra for "high volume plowing", this may occur several reasons,

### **Section 3: Liabilities and Damages:**

Customers are aware that weather conditions in the area may change rapidly and without notice. Clients understand that if street crews have not cleared streets, contractor will be unable to complete job on time. Changes in weather conditions are considered to be an "act of god" and the contractor assumes no liability as such. Contractor will exercise reasonable care to avoid damage to client's property. However, contractor is not responsible for any A) damage to items that are snow covered or not visible, B) Damage to landscaping caused by piling of snow, C) damage caused by equipment when tree, shrub, sidewalk are not readily delineated due to snow D) personal injuries resulting from slip and fall accidents E) Acts of god, such as extraordinary weather conditions.

Customers understand that they must have date photographs of their property dated between 11/10 and 11/15/22 that show any areas that they may think a plow may damage. If customer reports damage, they must provide proof that damage was not there prior to plow season. Property damage: Property owners must report in writing via email to [JustMowingErie@gmail.com](mailto:JustMowingErie@gmail.com) or at our lockbox within 48 hours of occurrence which would include the name, property and date/time the damage occurred, pictures should be included when possible. If Contractor believes damage as gross negligence of their staff, they will repair any timely and properly reported damage in the spring season. However, client understands that plowing is performed in dangerous conditions, and they will not hold contractor liable for any plow damage. If property cannot be repaired, contractor will reimburse client cash value of property damaged based on life remaining of said property, not the full replacement cost of the property. For example, if you have a 15-year-old fence that has been damaged we will attempt to repair it, if not then you will be offered a cash settlement of a % of life left. Client agrees to this method when they sign the contract.

Turf damage occurs because we are pushing snow with metal blade, and it must be stored on the grass which is soft. We will do our best to limit damage to client's yard however, Contractor will not be responsible for any Turf damage to client's yard. If client doesn't want any grass damage, we suggest you go with a snow blower. We do not fix stones or pavers moved by plows. Clients are aware that plowing may not clear their property to bare pavement and that slippery conditions may prevail even after plowing. Contractor assumed no responsibility for slip and fall accidents because of this naturally occurring condition. Contractor is not responsible for any gravel movement on non-paved/concrete driveways.

Contractor is only responsible for the cost to repair the property damage but that amount of cost is limited to the value of the property damaged based on the useful life left of said property. Value will be determined based on condition of property, age and useful life. Client agrees to allow contractor to do repairs or pay to have another contractor do repairs. Client waive the right to have the work repaired themselves, if the client hires someone else to do repair client agrees to be 100% responsible for cost of repair. Client agrees to allow contractor at least 90 days from the end of the contract date which is April 1st.

### **Section 4: Terms/Conditions, Responsibilities of Clients, Payments, and cancel**

If contractor must move any objects that are blocking driveway, additional charges may apply. Client understands that garbage cans placed in driveway during a snow event may accidentally be hit by plows, it is not contractor's responsibility to pick up. For general safety, neither contractor nor any of his employees are to be approached while using equipment, keep children and pets inside during plowing. Clients understands that any issues with service should be addressed with the contractor's office and that a conversation with a driver is not going to be something that will change notes or information on property. Must email office [JustMowingErie@gmail.com](mailto:JustMowingErie@gmail.com)

Payments: Seasonal customers must pay in full before 11/1 or before service begins. Per plow customers will be billed every 4 to 8 weeks. Client agrees to pay bill in full within 10 days of mail date of said bills. Checks are to be mailed to Just Mowing Inc. Per Plow Clients agrees to pay a 20% late fee to all bills not paid within 20 days, and another 10% every 30 days after the due date. A service charge of \$30 is charged for any returned checks. Client

is responsible for all cost of collections including without limitation court costs and reasonable attorney fees if necessary. Seasonal customers agree to pay \$75 late fee after 10/15 and additional fee of \$10 per day after 11/15, the contract serves as bill, Contractor will not send a separate bill for Seasonal Residential customers. Contractor reserves the right to rebill customer if any billing errors are found including quantity of plow, or rate of plow up to 24 months after the end of the season. Customer will have 10 days from the rebilling to pay any balance due.

The contractor reserves the right to cancel this contract after 14 days of a written notice to per plow clients. Per Plow Clients may terminate this contract immediately by paying an 12-service cancelation penalty [For each service they are signed up, Plow, Salt, and Shovel] or they may give a 14-day written notice and pay 8 Service fee. Client issues with service or billing will not allow client to end contract without penalties, client will have to pay the cancelation fees for whatever reason they ended the contract. Seasonal Contracts may cancel at any time with no notice, but they understand that no refund will be issued for any reason. If contractor elects to cancel the clients contract, then a partial refund will be issued based on this schedule: 100% refund if canceled by 11/1, 50% if canceled by 11/30 and 25% by 12/30 and 0% after. Commercial accounts vs Residential accounts, client understands that contractor will always plow commercial accounts 1<sup>st</sup> and that Residential accounts will be secondary. Any 3" plow triggers or above are considering residential and will always be done after commercial accounts even if trigger is above 3 inches.

Contract automatically renews each year unless client notifies contractor to cancel contract before 4/30 of each year following that previous snow season which ended on 4/15. After 4/30 contract will automatically renew for next full year, contractor has right to raise rate between 0 and 10% each year, all cancelation fees will be applied. Contractor also has the right to switch to seasonal price if they notify customer by 11/1 of next year of the price. Notice to cancel must be via email or in writing and received before 4/30 each year and client agrees that they must get a confirmation in writing from contractor for cancelation to be accepted.

Client gives contractor the right to sell or transfer this contract for service to another individual or contractor at any time during the year. The contract will continue with new personal/company at the same terms and conditions. Contractor agrees to send client written notice of change with new contact information. Client may still cancel contract at any time and pay the cancel fees or end contract at termination of the current year contract. Contractor will give as much notice as possible but the new company will contract client if this occurs and start service and set up billing info.

Contractor reserves the right to add a fuel surcharge to seasonal and per plow rates if gas price rise more then 15% form the previous year.

## **Section 5: Disclaimer and Other Info**

Contractor will not plow within 15 inches of any parked vehicles, equipment, or other client's property. Our drivers can come at all hours of the night and cannot honk their horn, knock on your door, or wait for a car to be moved. Contractor is not liable for damage to plowed service such as pavement and concrete due to plow blades. Damage can occur, but we will make every effort to avoid this. Depressed area in pavement may accumulate snow that may not be able to be removed as well as snow that has been packed down by vehicle or foot traffic, contractor is not responsible for this accumulation. Snow will fall off the side of driveway and will also fall off plow blade sometimes when we get up next to a car or garage door, snow that falls off side of blade or in front of car or Garage may be left and that is the client's responsibility to shovel not the contractors. Also, if snow fall is high enough, it is possible that snowplow blade may not be able to be lifted above snow as truck moves forward to back drag near client's property. A large amount of snow may be left in front of client's property, contractor will raise plow as high as possible, but any leftover snow will be the client's responsibility to remove. Client can't expect contractor to spend additional time without additional cost to client. Additional time is billed out as \$25 per 15 minutes per truck or worker.

Safe to plow: if management, contractor, plow Drivers, local officials deem that it is not safe for plows to be out then our plows will not be out. If local municipalities do not have the streets cleared contractor will not be held responsible for being unable to plow their properties. Seasonal customer: contractor will make all attempts to plow your property on time, but no refund or adjustments will be made if contractor can't make a snow event due to employee, equipment or vehicle problems. In this case the contractor will get their as soon as possible.

Contractor may use subcontractors to perform services, and contractor will make sure these contractors have all auto, liability, and workers comp insurance as required by the state. Client understands that any damage that is done by a sub-contractor is that sub-contractor's responsibility to repair. Contractor will give client name and phone number of sub-contractors in this situation. Client agrees that they will not expect contractor to repair damage caused by sub-contractor, and that client will seek sub-contractor for repairs. IF client is not satisfied with a job performed by contractor, the client shall contact the contractor within 24 hours in writing. [either in lockbox or plow hotline email [JustPlowErie@gmail.com](mailto:JustPlowErie@gmail.com)] After 24 hours, the snow piles may freeze, and contractor will be unable to correct or move piles without additional cost to the client. Removal of snow piles is not part of normal snow plowing contract, additional cost will apply. Contractor is not responsible for any death, injury, loss, or damage of or to person or properties by reason of performance of our obligation in our agreement. Client also agrees to waive any right of subrogation against us by reason of same. Client will be charged a travel fee based on travel time [\$25 every 15 min, billed in 15 min increment] if client has the plow completed before contractor arrives, this would include hiring another contractor or cleaning the job themselves.

In signing the Just Plowing Plow Contract or contract addendum from 2022-2023 season, the customer agrees to all the terms and conditions. **Website: [www.JustMowingInc.com](http://www.JustMowingInc.com), 814-838-0102,**

**Voicemail only, Snow Plow Event Email: [JustPlowErie@gmail.com](mailto:JustPlowErie@gmail.com)**