



## Terms and Conditions

### 2020-2021 Season

**Please read through our terms and conditions carefully. If you have any questions, please don't hesitate to contact us for more information. - Thank you**

Winter snow and ice removal is an unpredictable, emergency service business. Lawn & Snow Express Inc. understands the importance of safe mobility for our customers. We will make every attempt to achieve the best possible service, but weather conditions change constantly, requiring caution on the part of the customer.

- Work will be performed only after Terms and Conditions are accepted in writing or via email confirmation.
- Targeted clearing times may be stated, but will not be guaranteed due to unpredictability of weather, traffic conditions, and/or employee fatigue during continuous storms.
- Lawn & Snow Express Inc. will make every effort to clear accessible areas. Areas impeded by cars, trash cans, etc. will not be cleared. It is the responsibility of the customer to keep areas clear of impediments. Bids are based on utilization of efficient equipment. If the most efficient equipment cannot be used, additional costs may result.
- Lawn & Snow Express Inc. does not assume any liability for damages to property or injuries to persons related to weather conditions. Including, but not limited to slips and falls, lost work, missed work, etc. Lawn & Snow Express Inc. makes no guarantee of safety. Snow and ice are hazardous and can appear at any time, even in the presence of ice melting chemicals. Ice melting chemicals can be ineffective in certain weather conditions.
- Lawn & Snow Express Inc. is not responsible for damage of items covered by snow. Please remove any obstruction from the area to be cleared prior to each snowfall. This is including, but not limited to, downspouts, garbage cans, vehicles, lawn ornaments, etc.
- Customer must provide adequate area for snow storage. Lawn & Snow Express Inc. will not be held liable for damage due to snow storage. For this document, and in all future discussions, snow removal shall be considered the moving of snow to a different area while still within the confines of The Customer's property. Lawn & Snow Express Inc. does not remove snow from property.
- Lawn & Snow Express Inc. shall not be liable or responsible to owner or owner's representative for any fines, penalties or assessments for untimely or inadequate snow removal or de-icing.

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- Chemical ice melt or salt will be used in the de-icing procedure at the request of the customer. Any damage resulting from the use of these materials is not the responsibility of Lawn & Snow Express Inc. Ice melt and salt are additional services offered at additional prices.
- Due to unpredictable conditions, commencement of service is at the sole discretion of Lawn & Snow Express Inc.
- Lawn & Snow Express Inc. reserves the right to make determinations regarding the effectiveness and reasonability of snow removal. Thawing conditions may make it unreasonable for clearing of snow (melting as we clear it). Also, when muddy ground conditions would likely damage property or equipment.
- Lawn & Snow Express Inc. will plow when single storm totals are above 1.5". This is measured and decided by Lawn Care Express. Snowfall totals are not cumulative (3 separate snowfalls of ½ inch will not result in a scheduled clearing from Lawn & Snow Express). It is the responsibility of the customer to clear snowfalls under 1.5 inches, or call for "emergency" service at an additional charge. If these snowfalls are not cleared by the customer, additional de-icing charges may apply. Depending on the time and duration of the snowfall, we will attempt to service all customers within 24 hours. Snowfalls accumulating more than 12 inches will automatically be considered 2 events and will be charged accordingly. Lawn & Snow Express Inc. is not responsible if city crews, neighbors, wind, etc. block driveways or sidewalks with snow after Lawn & Snow Express Inc. has completed service.
- De-icing service for freezing rain is not included in the contract. However, you can add this as a special service and we will handle within 24 hours. To get a quote you can contact us at [1-855-4-MOWING](tel:1-855-4-MOWING) or [customerservice@lawncareexpress.com](mailto:customerservice@lawncareexpress.com).
- In the event that service by Lawn & Snow Express Inc. is not required for an individual snow event, 24 hour notice by phone or e-mail is required. If a crew is sent to the property, it shall be determined that the service was provided and the full event rate will be charged.
- If you choose to cancel your service before January 1<sup>st</sup>, you will receive a 50% refund of seasonal prepayment. No refunds will be given after January 1<sup>st</sup>. In the event of the sale of the property or death of occupant, the service is transferrable to new occupant.
- Seasonal pricing is based on 4 snowfalls per month accumulating over 1.5" for the Twin Cities Metro. **The season runs from November 1<sup>st</sup> through March 31<sup>st</sup>. If snow removal is requested in April, "emergency" rates will apply.** There will be no discounts if fewer services are needed, just as there will be no additional charges if there are more snow events.
- Pay per event customers will incur a 2 event minimum charge per month November through March. Credit card on file will be automatically billed on the 1<sup>st</sup> of the month November through March. During large storms, it may be necessary to clear snow in more than once. Charges will be reflective of the number of trips, not per storm. Pay per event customers are required to have a valid credit card on file to be charged after each event. Invalid cards will receive one courtesy call or e-mail prior to suspension of service.
- Emergency Dig out service is available as another special service. There will be a \$50/ trip charge and \$75/per man hour labor fee.

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- All estimates are specific to each customer's property and requests at the beginning of the season. All prices are subject to change at any time throughout the season. If a new agreement is necessary, the Customer will be given the option of cancelling service or paying the new rate.
- Please avoid unnecessary calls and e-mails to the office during storms. We will update information at [www.LawnAndSnowExpress.com](http://www.LawnAndSnowExpress.com). Please check for updates there if at all possible.

We look forward to serving you this season. If you ever have any questions or comments please feel free to contact us.

**Lawn & Snow Express Inc. - 2020**

An additional note:

We care about the safety of our customers, employees and neighbors. Living in this climate instills a certain sense of pride. A sense of... "I'm not going to let a little snow stop me from going where I want!"

Please understand that there are teams of professionals (ours and others) putting themselves at risk to make your life easier and safer.

Please avoid any unnecessary travel during and after storms so that we may quickly and safely get the snow cleared away.

Signed \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

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