



705.992.8222 · info@northernsnow.ca
1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON

NORTHERN SNOW – MEMBERSHIP AGREEMENT

KEY TERMS DISCLOSURE STATEMENT

This document summarizes the key terms of the Membership Agreement (the “**Membership Agreement**”) between you and Sault Northern Landscaping Corp. o/a Northern Snow or o/a Northern Lawns. It is intended to enhance transparency and assist you in understanding how the Company delivers its Services to you, when additional charges may apply, and how renewal and cancellation of your membership works. Attached to this summary is the full Membership Agreement.

This summary does not replace or alter the terms of the Membership Agreement or your Service Confirmation. In the event of any inconsistencies, the Membership Agreement and Service Confirmation govern.

We look forward to providing you with an exceptional customer experience.

If you have any questions, please contact us at 705-992-8222 or info@northernsnow.ca before enrolling.

1. MEMBERSHIP STRUCTURE AND TERM

Northern Snow provides services on a membership (subscription) basis. Each Membership Year runs from May 1 to April 30.

Your membership may include lawn care services, snow clearing services, or both, depending on what is selected in your Service Confirmation. If you enroll after May 1, pricing may be prorated, but the Membership Year will still end on April 30.

Your Service Confirmation forms part of the Membership Agreement and confirms your selected services, service tier, pricing, payment method, payment schedule, and any applicable visit limits or service add-ons.

2. ENROLLMENT AND FORMATION OF THE MEMBERSHIP AGREEMENT

You may enroll by telephone, online, or by attending our place of business at your own initiative (Northern Snow does not solicit door-to-door agreements).

If you enroll by telephone, a sales representative will review your selected services, pricing, renewal terms, and cancellation rights. The Membership Agreement is formed when you provide verbal confirmation and authorize payment. Calls may be recorded. A copy of the Membership Agreement and Service Confirmation will be provided to you by email or mail following the sales call.

If you enroll online, you must actively accept the Membership Agreement and complete payment before the Membership Agreement is formed. Confirmation will be sent to you by email.



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3. RENEWAL AND AUTO-RENEWAL PROGRAM

Each Membership Year ends April 30. Northern Snow currently offers an optional Auto-Renewal Program which must be expressly selected by you at the time you sign-up for our services.

If you enroll in our Auto-Renewal Program and there are no changes to services, pricing, or material terms of the Membership Agreement for the upcoming year:

- Your membership will automatically renew on May 1 using the payment method we have on file.
- You will receive a renewal notice from us on or before March 1.
- If you no longer wish to be part of our Auto-Renewal Program, you must give us notice no later than March 31. Failure to do so may result in your membership being renewed at which time cancellation fees may apply.

If changes are proposed for the upcoming year (such as pricing or services), you will receive a notice from us on or before March 1 and must actively accept those changes for renewal of your membership to occur. If you do not accept, your membership will expire on April 30 and no renewal payment will be processed.

If you are not enrolled in our Auto-Renewal Program, our sales team will contact you to discuss renewal of your membership.

4. LAWN CARE SERVICES (IF SELECTED)

The Lawn Care Season runs from May 1 to October 31. We currently offer two service tiers for lawn services:

- **Standard Tier:** Weekly service from May 1 to July 25 and bi-weekly service from July 26 to October 31.
- **Premium Tier:** Weekly service from May 1 to October 31.

Dates and times of weekly/bi-weekly visits are not guaranteed and may vary due to weather, routing, staffing, or operational requirements.

Each lawn visit by our team includes mowing, trimming around fixed obstacles, blowing clippings from hard surfaces, and minor incidental debris removal.

The following are not included unless separately purchased by you:

- Fertilizing or weed control;
- Aeration, dethatching, seeding, landscaping;
- Pruning or hedge work;
- Heavy debris or leaf removal;
- Hauling or off-site disposal; or
- Spring and/or fall yard clean up.



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Lawn visits may be delayed or skipped due to heavy rain, saturated ground, drought, or unsafe conditions. Missed visits due to weather or ground conditions are not refunded or credited. If you request additional visits beyond what your service tier includes, each additional visit will be charged at 5% of your annual lawn fee (plus HST). By requesting an additional visit, you authorize us to charge the payment method we have on file for you.

5. SNOW CLEARING SERVICES (IF SELECTED)

The Snow Clearing Season runs from November 1 to April 30.

Snow clearing generally begins when accumulated snowfall reaches approximately 5 cm within a 24-hour period. Snow below this level may not trigger a visit by our team.

We currently offer two service tiers for snow clearing services:

- **Standard Tier:** One visit within 24 hours of the snow trigger.
- **Premium Tier:** One visit within 24 hours of the snow trigger and, when operationally feasible, a second pass within the same 24-hour period.

The following snow clearing related services are not included:

- Salting or sanding;
- Ice removal;
- Roof snow removal;
- Snow hauling;
- Scraping to bare pavement; or
- Gravel displacement cleanup.

We currently offer the clearing of one primary entrance and/or garage door area as an optional add-on for you to purchase at the time you sign up for our snow clearing services. Our sales team would be pleased to discuss this optional service feature with you.

6. MAXIMUM ANNUAL SNOW CLEARING VISITS

Each Membership Year includes a maximum of 40 snow clearing visits, regardless of service tier. Second passes for our premium service tier customers do not count toward this limit. Once 40 visits have been completed by our team:

- Each additional visit will be billable.
- Each billable visit will be charged at 5% of your annual snow clearing fee (plus HST).
- You authorize us to bill these charges directly to your payment method on file with us when you enroll.

Northern Snow will provide you with notice when we are approaching the 40-visit limit.

You may opt out of future billable snow visits at any time without penalty. Visits already completed remain payable.



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7. FUEL SURCHARGE

If our cost of diesel exceeds an average of \$1.80 per litre for 30 consecutive calendar days, we may apply a one-time fuel surcharge of up to \$40 during a given Membership Year which will be charged

to the payment method we have on file for you. Advance notice will be provided to you. We will not charge you any other fuel-related surcharges during the same Membership Year.

8. PAYMENTS AND ADDITIONAL CHARGES

You may pay in full at enrollment or by equal monthly installments. By entering into the Membership Agreement, you authorize Northern Snow to charge your payment method for:

- Installment payments;
- Additional lawn visits (if applicable);
- Billable snow visits (if applicable);
- Approved surcharges; and/or
- Administrative fees.

A \$30 administrative fee may apply to failed payments. Overdue balances may accrue interest at an interest rate of 6% per annum.

9. CANCELLATION AND EARLY TERMINATION

First-Service Satisfaction Guarantee

If you are not satisfied after your first lawn or snow visit, you may cancel your subscription with us within 24 hours of us completing our visit and receive a full refund.

Mid-Season Cancellation

You may cancel your membership at any time by providing us with formal notice, however, you must pay for services already performed by us and an early termination charge equal to the lesser of:

- 20% of the remaining unpaid contract price for the service being cancelled; or
- Two monthly installment payments for the service being cancelled.

If you pre-paid for our services for the given Membership Year, unused services will be refunded minus the termination charge set out above.

You may upgrade your service package at any point in a given Membership Year by contacting our customer care team, however, you may not downgrade a previously selected package.

Services cannot be paused by you during a Membership Year.

10. CUSTOMER RESPONSIBILITIES

You are responsible for:

- Providing safe and unobstructed access to service areas;
- Removing vehicles and movable obstacles;
- Removing hoses, cords, toys, sprinkler heads, loose stones, and decorative items;
- Maintaining at least 12 feet of overhead clearance around the areas we will be servicing; and



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- Keeping pets and persons clear of operating equipment.

Decorative or movable items left within the service areas during the winter season is done so at your own risk.

Snow and ice conditions change rapidly. Services are periodic and do not constitute continuous monitoring of your property.

11. MECHANICAL SNOW CLEARING AND DAMAGE REPORTING

Mechanical Snow Clearing

Northern Snow uses commercial-grade equipment, including tractor-mounted snow blowers, to provide efficient snow clearing services. While we take reasonable care in performing our snow clearing services, mechanical snow removal can sometimes result in minor surface scratches, scuffing, or marks to asphalt, concrete, decorative pavement, or interlocking brick. This is an inherent risk of mechanical snow clearing and is not unusual. By enrolling in our snow clearing services, you acknowledge and accept this risk.

Reporting Damage

If you believe that property damage has occurred as a result of our services, you must notify us within:

- 48 hours after you first notice the damage; or
- 48 hours after you reasonably should have noticed it.

This means you should report damage promptly once it becomes visible or apparent to a reasonable homeowner inspecting their property after service. For example, if damage is clearly visible immediately after a visit, you must report it within 48 hours of that visit. If damage is hidden under snow and only becomes visible later when the snow melts, you must report it within 48 hours of when it becomes visible.

Prompt reporting allows us to investigate while conditions are fresh. Failure to report within this timeframe may affect our ability to assess the claim and our obligations to you, if any. We ask that you please preserve any video or photographic evidence of the claimed damage.

Where permitted by law, liability for property damage under the Membership Agreement is limited to your total annual contract price for the applicable Membership Year.

12. LIABILITY

We recommend you read Section 9 of the Membership Agreement carefully as it sets out how responsibility is shared between you and Northern Snow.

Snow, Ice & Occupiers' Liability

Under Ontario law, property owners and occupiers of that property have a duty to take reasonable steps to keep people safe on their property.

Northern Snow provides scheduled, periodic snow clearing services. This means:

- We do not continuously monitor snow or ice conditions;



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- Conditions can change quickly due to snow drifting, freezing rain, temperature changes, or municipal plowing; and
- We do not guarantee that your outdoor surfaces will be snow-free or ice-free at any time.

Ultimately, you remain responsible at all times for ensuring people are reasonably safe while on your property under Ontario's *Occupiers' Liability Act*. Section 9.5 of the Membership Agreement sets this out in more detail.

Limits on Property Damage

To the extent permitted by law, Northern Snow's total liability for property damage in a given Membership Year is limited to the total contract price you paid for that Membership Year. This limitation only applies to property damage claims and does not apply where the law prohibits us from limiting our liability.

Nothing in the Membership Agreement is intended to limit your rights under Ontario's *Consumer Protection Act*.

13. HOW TO PROVIDE FORMAL NOTICE TO US

Formal notice (for cancellation, non-renewal, or snow visit opt-out) must be provided by emailing our customer support team (info@northernsnow.ca) or by calling our customer service line (705-992-8222).

Notice given to our drivers or on-site staff is not considered valid notice.

ACKNOWLEDGEMENT OF KEY TERMS DISCLOSURE

By enrolling in Northern Snow's services, you acknowledge and agree as follows:

1. You confirm that you have received and reviewed the Key Terms Disclosure Statement summarizing the principal features of the Membership Agreement, and that you have also received a copy of the full Membership Agreement and your Service Confirmation;
2. You understand that the Key Terms Disclosure Statement is a summary only and that the full Membership Agreement and your Service Confirmation contain the complete legal terms governing our services;
3. You have had the opportunity to ask us questions before enrolling; and
4. You consent to entering into the Membership Agreement on the terms set out in the Membership Agreement and your Service Confirmation.



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Northern Snow – Membership Agreement

Effective Date: The date the Customer accepts this Agreement in accordance with Section 2 (the “**Effective Date**”)

Membership Year: May 1 to April 30 of the following calendar year (a “**Membership Year**”)

Renewal Date: May 1 of each year subject to the terms of Section 3

These Terms of Service (this “**Agreement**”) govern the provisions of Snow Clearing Services and/or Lawn Care Services by the Contractor to the Customer identified in the applicable Service Confirmation. This Agreement is intended to be clear, fair, and transparent, and to reasonably allocate rights, obligations, and risks between the Parties. This Agreement supersedes all prior lawn-only, snow-only, or seasonal service agreements between the Parties.

1. DEFINITIONS

In this Agreement, capitalized terms not otherwise defined in the body of this Agreement have the meanings given to such terms as in *Schedule A – Definitions*.

2. MEMBERSHIP ENROLLMENT

2.1. Agreement Formation. This Agreement is intended to be entered into primarily through remote communication (including telephone and online enrollment). The Contractor does not solicit or enter into agreements in person via door-to-door sign-ups. Where a Customer independently and voluntarily attends the Contractor’s place of business at the Customer’s own initiative to inquire about or enroll in Services, the Parties may complete enrollment in person. In such circumstances, the Customer will be provided with a Service Confirmation and a copy of this Agreement in accordance with the Contractor’s standard enrollment procedures and any applicable requirements under the Act.

2.2. Acceptance by Telephone. Where Services are purchased by telephone:

- (a) one of the Contractor’s sales representatives will review the Services selected, applicable pricing, payment structure, renewal mechanics, and cancellation rights with the Customer over the telephone (the “**Sales Call**”);
- (b) the Customer will be asked to expressly confirm whether they agree to proceed with the Services on the basis of the information discussed during the Sales Call;
- (c) subject to Section 2.2(d), the Agreement is formed during the Sales Call when the Customer provides an affirmative verbal confirmation to the Contractor’s sales representative to proceed and authorizes payment for the Services;



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1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON

- (d) the Contractor will deliver a copy of this Agreement and the applicable Service Confirmation to the Customer by email or mail within a reasonable time after the Sales Call and, if and to the extent applicable under the Act, within the prescribed time period. If the Contractor is required under the Act to provide the Customer with a copy of this Agreement and/or prescribed disclosures within a prescribed time period and fails to do so, or if other statutory cancellation rights apply, the Customer may exercise any applicable right of cancellation in accordance with the Act, and the Contractor will process any required refund within the time required by the Act; and
- (e) The Customer acknowledges and agrees that a Sales Call may be audio recorded for quality assurance, training, and record-keeping purposes, and that such recordings may be relied upon to evidence the Customer's acceptance of this Agreement.

2.3. Acceptance Online. Where Services are purchased online or through an emailed quote or link:

- (a) the Customer will be presented with a Service Confirmation and a copy of this Agreement by hyperlink or otherwise and must affirmatively indicate acceptance by checking a required acceptance box;
- (b) the Agreement is formed only when the Customer confirms acceptance and completes payment through the Contractor's checkout or payment system; and
- (c) following acceptance, the Contractor will provide the Customer with confirmation of enrollment, a copy of this Agreement, and the applicable Service Confirmation by email for the Customer's records.

3. TERM, MEMBERSHIP MODEL AND RENEWAL

3.1. Membership Model. This Agreement operates on a membership or subscription basis, under which the Customer enrolls for a defined Membership Year and pays for the provision of Services during that period, subject to the terms of this Agreement.

3.2. Membership Year. Each Membership Year shall run from May 1 to April 30 of the following calendar year. Under this Agreement, Lawn Care Services and Snow Clearing Services are seasonal components of the same Membership Year.

3.3. Initial Term. The initial term of this Agreement (the "Initial Term") begins on the Effective Date and continues until the end of the then-current Membership Year, unless terminated earlier by either Party in accordance with this Agreement.

3.4. Mid-Season Enrollment. If the Customer enrolls after May 1 in a given Membership Year:

- (a) the Agreement will still align with the current Membership Year ending April 30;
- (b) pricing, service availability, and installment schedules may be prorated or adjusted to reflect the remainder of the Membership Year, as disclosed in the applicable Service Confirmation; and
- (c) the Renewal Date will remain May 1.



3.5. Auto-Renewal Program. The Contractor offers an optional automatic renewal program (the “Auto-Renewal Program”) under which this Agreement may automatically renew for a subsequent Membership Year only where:

- (a) the Customer has expressly elected to enroll in the Auto-Renewal Program at the time of sign-up or at any other time during the Term; and
- (b) the Customer’s enrollment in the Auto-Renewal Program is confirmed in the applicable Service Confirmation.

Enrollment in the Auto-Renewal Program is optional and voluntary. The Customer is not required to enroll in the Auto-Renewal Program in order to purchase or continue receiving Services.

3.6. Renewal without Changes.

3.6.1. Auto-Renewal Program.

3.6.1.1. Automatic Renewal. Where the Customer has enrolled in the Auto-Renewal Program through the process set out in Section 3.5, such enrollment has not been revoked by the Customer, and there are no changes to the Customer’s Services, pricing, or any material terms of this Agreement for the upcoming Membership Year, this Agreement will automatically renew on the Renewal Date for a further Membership Year for the same Services and pricing as those set out in the Service Confirmation most recently accepted by the Customer.

3.6.1.2. Notice of Auto-Renewal by Contractor. Where the Customer is enrolled in the Auto-Renewal Program, the Contractor will provide the Customer with notice on or before March 1 (a “**Renewal Notice**”). A Renewal Notice may be delivered by email, mail, or communicated during a telephone call between the Contractor’s sales team and the Customer. A Renewal Notice will advise the Customer of the upcoming renewal and confirm that no changes will apply to the Services, pricing, or material terms of this Agreement for the renewed Membership Year.

3.6.1.3. Authorization to Renew. Unless the Customer delivers Formal Notice of non-renewal to the Contractor in accordance with Section 3.8 by March 31 of a given Membership Year, the Customer authorizes the Contractor to renew this Agreement for the upcoming Membership Year and to process payment for the renewed Membership Year using the same payment method used by the Customer for the immediately preceding Membership Year.

For greater certainty, enrollment in the Auto-Renewal Program constitutes the Customer’s advance authorization for renewal in accordance with this Section 3.6.1. Where a Renewal Notice is communicated by the Contractor’s sales team via telephone, the Customer may advise the Contractor’s sales team that they do not wish to renew this Agreement. Where such notice of non-renewal is provided during the telephone call, this Agreement shall expire automatically at the end of the then-current Membership Year (April 30) in accordance with Section 3.8 of this Agreement.



3.6.2. Customer Renewal outside of Auto-Renewal Program. If the Customer is not enrolled in the Auto-Renewal Program, then renewal of this Agreement for a subsequent Membership Year will follow the same procedure as set out in Section 3.7 below.

3.7. Renewal with Changes. If the Contractor proposes any change(s) to the Customer's Services, pricing or the terms of this Agreement for a new Membership Year, the Contractor will provide the Customer with notice of such proposed change(s) on or before March 1 (a "**Notice of Change and Renewal**"). A Notice of Change and Renewal may be delivered by email, mail, or communicated by the Contractor's sales team to the Customer via telephone.

The Notice of Change and Renewal will set out the proposed change(s) and will require the Customer to affirmatively accept the updated Services, pricing and/or terms of this Agreement in order for this Agreement to renew for the upcoming Membership Year. Such acceptance may be provided by the Customer online in accordance with Section 2.3 or verbally during a telephone call in accordance with Section 2.2.

If the Customer does not affirmatively accept the Notice of Change and Renewal prior to the Renewal Date (May 1), this Agreement will expire automatically at the end of the then-current Membership Year and no renewal will occur, and no payment for a new Membership Year will be processed.

3.8. Non-Renewal by Customer. The Customer is not obligated to renew this Agreement beyond any Membership Year. The Customer may elect not to renew this Agreement for a subsequent Membership Year by delivering Formal Notice to the Contractor no later than March 31 in a given Membership Year, regardless of whether the Customer is enrolled in the Auto-Renewal Program. Where Formal Notice of non-renewal is provided in accordance with this Section 3.8, this Agreement shall expire automatically at the end of the then-current Membership Year (April 30) and no further obligations shall accrue for any subsequent Membership Year, subject to any payments outstanding for Services already performed during the then-current Membership Year.

4. SERVICES

4.1. Overview. The Contractor will provide only those Services selected by the Customer and confirmed in the Service Confirmation.

4.2. Lawn Care Services

4.2.1. Seasonal Scope. Where Lawn Care Services are selected by the Customer and confirmed in the Service Confirmation, the Contractor will provide Lawn Care Services at the Subject Property during the Lawn Care Season (being May 1 to October 31), subject to weather and ground conditions as further set out in this Agreement.

4.2.2. Lawn Care Services Tiers and Frequency. The Contractor offers two (2) tiers of Lawn Care Services (each, a "**Lawn Care Service Tier**"), as selected by the Customer and confirmed in the applicable Service Confirmation:



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- (a) **Standard Lawn Care Service Tier:** Weekly Lawn Care Services from May 1 to July 25 (inclusive), and bi-weekly Lawn Care Services from July 26 to October 31 (inclusive) in a given Membership Year; and
- (b) **Premium Lawn Care Service Tier:** Weekly Lawn Care Services from May 1 to October 31 (inclusive) in a given Membership Year.

Subject to Section 4.2.6 and Section 4.2.7, the Lawn Care Service Tier selected by the Customer will determine the frequency of Lawn Care Visits during the Lawn Care Season. The Customer acknowledges that this schedule reflects typical seasonal growth patterns and may be adjusted by the Contractor, acting reasonably, based on weather, drought, excessive rainfall, growth rates, or other site-specific conditions.

4.2.3. Included Lawn Care Services. The Contractor will provide the following lawn care related services during each Lawn Care Visit (collectively, the “**Included Lawn Care Services**”):

- (a) mowing of lawn areas within the Service Area;
- (b) trimming around fixed obstacles and lawn edges within the Service Area;
- (c) blowing of clippings from driveways and walkways; and
- (d) removal of minor surface debris incidental to mowing.

4.2.4. Excluded Lawn Care Services. Unless expressly agreed to by the Parties and confirmed in the Customer’s Service Confirmation, Included Lawn Care Services do **not** include the following:

- (a) edging or line-trimming beyond incidental trimming;
- (b) pruning, hedge trimming, or tree work;
- (c) fertilizing or weed control application;
- (d) dethatching, aeration, seeding, sod installation, or landscaping;
- (e) removal of excessive debris, sticks, leaves, or yard waste; or
- (f) hauling or off-site disposal of materials.

4.2.5. Lawn Care Service Add-Ons. The Contractor may offer optional lawn-related services from time to time, including spring clean-up or fall clean-up services (collectively, the “**Lawn Care Service Add-Ons**”). Such Lawn Care Service Add-Ons are not included in the Included Lawn Care Services and shall not form part of the Lawn Care Services provided to the Customer unless expressly purchased by the Customer and confirmed in the applicable Service Confirmation. Unless otherwise expressly stated in the applicable Service Confirmation, Lawn Care Service Add-Ons are one-time services performed during the applicable Lawn Care Season (for example, a single spring clean-up or a single fall clean-up) and do not form part of the recurring weekly or bi-weekly Lawn Care Visit schedule.

4.2.6. Scheduling and Routing. The timing, sequence, and routing of each Lawn Care Visit will be determined by the Contractor using reasonable operational judgment. While the Contractor plans and schedules Lawn Care Visits based on the Customer’s selected Lawn Care Service Tier during the Lawn Care Season, and endeavors to service the Subject Property on a predictable routine, the specific date and time of any Lawn Care Visit in a given week is not guaranteed and may vary from week to week at the Contractor’s discretion. Lawn Care Visit scheduling and



routing may be adjusted based on route optimization, staffing levels, weather conditions, ground conditions, equipment availability, and other operational considerations.

4.2.7. Service Standards, Missed Visits, and Limitations. Lawn Care Services are intended to maintain a neat and functional lawn appearance and do not guarantee cosmetic perfection or uniform results.

The Contractor may decline, defer or reschedule a Lawn Care Visit where conditions at the Subject Property are unsafe or impractical, including during periods of excessive rainfall, water-saturated ground, drought conditions, or other circumstances that could reasonably be expected to damage the Customer's lawn or the Contractor's equipment.

Where a scheduled Lawn Care Visit is missed due to such conditions, the Contractor will use commercially reasonable efforts to reschedule the Lawn Care Visit later within the same service week, where operationally feasible. If a Lawn Care Visit cannot be completed within that week due to ongoing or recurring weather conditions as set out in this Section 4.2.7, the Parties agree the missed Lawn Care Visit will not constitute a breach of this Agreement and will not result in any refund, credit, or proration of fees paid by the Customer under this Agreement.

4.2.8. Additional Lawn Care Visits (Billable Lawn Care Service Visits). If the Customer requests that the Contractor perform an additional Lawn Care Visit (other than a Lawn Care Service Add-Ons) at a frequency beyond what is included in the Customer's selected Lawn Care Service Tier, such visit shall constitute a Billable Lawn Care Service Visit and will be subject to the following terms:

- (a) each Billable Lawn Care Service Visit shall be charged at a rate equal to five percent (5%) of the Customer's Lawn Care Services Fee for the applicable Membership Year, plus HST (the "**Billable Lawn Care Service Visit Fee**"). *For example, if the Customer's Lawn Care Services Fee for the Membership Year is \$1,000.00 (before HST), the Billable Lawn Care Service Visit Fee for each Billable Lawn Care Service Visit will be \$50.00, plus HST;*
- (b) the Customer must contact the Contractor to request each Billable Lawn Care Service Visit. By requesting such additional visit, the Customer expressly authorizes the Contractor to charge the applicable Billable Lawn Care Service Visit Fee to the payment method on file in accordance with Section 7; and
- (c) Billable Lawn Care Service Visits will be tracked by the Contractor and may be charged either (i) immediately following the completion of each Billable Lawn Care Service Visit, or (ii) cumulatively at the end of the Lawn Care Season using the payment method on file. No further authorization or action by the Customer shall be required following the Customer's request for such additional Billable Lawn Care Service Visits.

4.3. Snow Clearing Services

4.3.1. Seasonal Scope. Where Snow Clearing Services are selected by the Customer and confirmed in the Service Confirmation, the Contractor will provide Snow Clearing Services at the Subject Property during the Snow Clearing Season (November 1 to April 30), subject to weather



conditions, safety considerations, and operational constraints as further set out in this Agreement.

4.3.2. Snow Clearing Trigger and Snow Clearing Services Schedule. Snow Clearing Services will generally commence when snowfall in the City of Sault Ste. Marie accumulates at least approximately five (5) centimeters (the “**Snow Clearing Trigger**”) within twenty-four (24) hours. Snowfall accumulation which fails to meet the Snow Clearing Trigger may not result in a Snow Clearing Visit. Snowfall accumulation for the purposes of dispatch is assessed in accordance with Section 4.3.9.

4.3.3. Standard Snow Clearing Services. Subject to Section 4.3.2, where a Customer has subscribed for Standard Snow Clearing Services, the Contractor will provide mechanical blowing and clearing of snow from the Subject Property’s driveway at a rate of one (1) Snow Clearing Visit within a twenty-four (24) hour period following a Snow Clearing Trigger (“**Standard Snow Clearing Services**”). For greater certainty, snow cleared from the driveway on the Subject Property will generally be blown onto the surrounding lawn areas at the Subject Property, subject to available space and site conditions.

4.3.4. Premium Snow Clearing Services. Where a Customer has subscribed for Premium Snow Clearing Services and a Snow Clearing Trigger is met prior to midnight on a given day during the Snow Clearing Season, the Contractor will provide mechanical blowing and clearing of snow from the Subject Property’s driveway consisting of:

- (a) one (1) initial Snow Clearing Visit within twenty-four (24) hours following a Snow Clearing Trigger; and
- (b) where operationally feasible, one (1) additional Snow Clearing Visit within the same twenty-four (24) hour period (a “**Second Pass**”)

(collectively, “**Premium Snow Clearing Services**”).

The Customer acknowledges that the timing and availability of the Second Pass under Premium Snow Clearing Services depends on evolving weather conditions, municipal activity, safety considerations, and the Contractor’s operational capacity.

4.3.5. Excluded Snow Clearing Services. Unless expressly agreed to by the Parties and confirmed in the Service Confirmation, Snow Clearing Services do not include:

- (a) snow hauling or off-site snow removal;
- (b) sanding, salting, or de-icing any area at the Subject Property;
- (c) roof snow removal;
- (d) removal of hard-packed snow or ice;
- (e) scraping to bare pavement, interlock, or decorative surfaces; or
- (f) cleanup of gravel displacement.

4.3.6. Snow Clearing Service Add-Ons.

4.3.6.1. Scope. The Contractor may offer the Customer the following optional snow shoveling services (collectively, the “**Snow Clearing Service Add-Ons**”):



- (a) snow clearing from one primary entrance to the home located on the Subject Property, including clearing snow from the front steps leading to such entrance; and
- (b) snow clearing from the area immediately in front of garage door(s) located on the Subject Property.

Such Snow Clearing Service Add-Ons are not included in the Standard Snow Clearing Services or Premium Snow Clearing Services and shall not form part of the Snow Clearing Services provided to the Customer unless expressly purchased by the Customer and confirmed in the applicable Service Confirmation.

For clarity, the Snow Clearing Service Add-Ons do not include removing snow from pathways, decks, patios, sidewalks or any other area of the Subject Property unless expressly agreed to by the Parties and confirmed in the applicable Service Confirmation. In no event shall Snow Clearing Service Add-Ons include the application of sand, salt or any other de-icing agent.

- 4.3.6.2. Frequency.** Once Snow Clearing Service Add-Ons are requested by the Customer and confirmed by the Contractor through the applicable Service Confirmation, the Contractor will provide Snow Clearing Service Add-Ons at the Subject Property on the next Snow Clearing Visit until the end of the Snow Clearing Season. Snow Clearing Service Add-Ons will occur upon a Snow Clearing Trigger and are limited to one (1) Snow Clearing Visit per twenty-four (24) hour period, notwithstanding your chosen Services tier.
- 4.3.7. Municipal Windrows.** The Customer acknowledges that municipal plows and graders may create berms or windrows at the end of the driveway on the Subject Property. The clearing of such berms or windrows may vary based on municipal timing, grading activity, safety considerations, and the Contractor's routing. The Customer acknowledges that municipal windrows may form at the Subject Property after the Contractor's Snow Clearing Visit and that such windrow may not be removed or reduced by the Contractor until the next Snow Clearing Visit.
- 4.3.8. Scheduling and Routing.** The timing, sequence, and routing of each Snow Clearing Visit will be determined by the Contractor using reasonable operational judgment. Snow Clearing Visit scheduling and routing may be adjusted based on route optimization, municipal snow clearing timing, staffing levels, weather conditions, ground conditions, equipment availability, and other operational considerations.
- 4.3.9. Snow Measurement.** Snowfall accumulation is assessed using a combination of reputable third-party meteorological sources, municipal reporting, operational observations by the Contractor, and other commercially reasonable data, interpreted consistently by Service Zone. The Customer acknowledges and agrees that snowfall conditions may vary significantly across the City of Sault Ste. Marie and that no single measurement source or methodology can accurately reflect snowfall conditions across all locations. Accordingly, dispatch decisions are made using a multi-source, zone-based approach that the Parties agree is reasonable in the circumstances, rather than by reference to conditions at any individual property or any single measurement location.



4.3.10. Included Annual Snow Clearing Visits and Billable Snow Clearing Visits.

- 4.3.10.1. **Included Annual Snow Clearing Visits.** Each Customer, regardless of Snow Service Tier, shall receive a maximum of forty (40) Snow Clearing Visits during a given Membership Year (the “**Included Annual Snow Clearing Visits**”).

For greater certainty: (a) any Second Pass provided to a Customer enrolled for Premium Snow Clearing Services; and (b) any windrow clearing visits completed by the Contractor under Section 4.3.7, shall not count towards the Included Annual Snow Clearing Visits.

- 4.3.10.2. **Billable Snow Clearing Visits.** Once the Included Annual Snow Clearing Visits have been exhausted during a given Membership Year, each subsequent Snow Clearing Visit shall constitute a Billable Snow Clearing Visit as set out in Section 4.3.10.3 below. For greater certainty, each Billable Snow Clearing Visit will include any Snow Clearing Service Add-Ons purchased by the Customer during a given Membership Year.

- 4.3.10.3. **Billable Snow Clearing Visit Fee.** Each Billable Snow Clearing Visit shall be charged at a rate equal to five percent (5%) of the Customer’s Snow Clearing Services Fee for the applicable Membership Year, plus HST (the “**Billable Snow Clearing Visit Fee**”).

The Snow Clearing Services Fee used to calculate the Billable Snow Clearing Visit Fee shall (a) include the fee for the Customer’s selected Snow Service Tier (Standard or Premium) together with the fee for any Snow Clearing Service Add-Ons purchased by the Customer and (b) exclude HST, administrative fees, fuel surcharges, and any prior Billable Snow Clearing Visit Fees.

For example, if a customer has subscribed for Standard Snow Clearing Services at a base fee of \$600.00, and has also subscribed for Snow Clearing Service Add-Ons at a base fee of \$400.00, the Customer’s total Snow Clearing Services Fee would be \$1,000.00 before HST. This customer’s Billable Snow Clearing Visit Fee for each Billable Snow Clearing Visit would be \$50.00, plus HST.

- 4.3.10.4. **Notice of Approaching Included Annual Snow Clearing Visits.** The Contractor will use commercially reasonable efforts to provide Formal Notice to the Customer when the Customer is approaching the Included Annual Snow Clearing Visits in a given Membership Year. Such notice will advise the Customer that, upon completion of the Included Annual Snow Clearing Visits, any subsequent Snow Clearing Visit will constitute a Billable Snow Clearing Visit in accordance with this Section 4.3.10 and will be charged at the applicable Billable Snow Clearing Visit Fee.

- 4.3.10.5. **Authorization to Charge.** By entering into this Agreement, the Customer acknowledges and agrees to the Billable Snow Clearing Visit structure described in this Section 4.3.10 and authorizes the Contractor to charge any Billable Snow Clearing Visit Fees incurred during a Membership Year to the payment method on file in accordance with Section 7, without the need for additional authorization at the time of each visit unless the Customer opts-out of such structure as set out in Section 4.3.10.6 below. Billable Snow Clearing Service Visits will be tracked by the Contractor and may be



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charged either (i) immediately following the completion of each Billable Snow Clearing Service Visit, or (ii) cumulatively at the end of the Snow Clearing Season using the payment method on file.

4.3.10.6. Opt-Out of Additional Visits. The Customer may opt-out of future Billable Snow Clearing Visits at any time during a given Membership Year by providing Formal Notice to the Contractor. Upon such opt-out, the Contractor will cease providing Billable Snow Clearing Visits. No penalty or fee shall apply for such opt-out. For greater certainty, any Billable Snow Clearing Visits completed prior to the Customer's opting-out for such service shall be charged to the Customer in accordance with Section 4.3.10.

4.3.11. Subscription Upgrades. Customers who initially purchased Standard Snow Clearing Services may upgrade to Premium Snow Clearing Services at any time during the Membership Year at an additional cost which will be disclosed to the Customer at the time the upgrade is requested. Customers may also request Snow Clearing Service Add-Ons at any time during the Membership Year. Upgraded pricing may be pro-rated depending on when the request is made. For greater certainty, downgrades from Premium Snow Clearing Services to Standard Snow Clearing Services are not permitted during a Membership Year.

4.3.12. Service Standards, Limitations, Misc.

4.3.12.1. Service Standards. Snow Clearing Services are intended to maintain reasonable vehicular access to the Service Area and do not guarantee bare pavement, ice-free conditions, or cosmetic perfection.

4.3.12.2. Heavy and Prolonged Weather Events. During periods of heavy or prolonged snowfall, severe winter weather, icy road conditions, snow squalls with limited visibility, extreme cold, or similar conditions, the timing, frequency, and sequencing of Snow Clearing Services may be adjusted by the Contractor, acting reasonably and in good faith, to prioritize safety and route efficiency.

4.3.12.3. Access and Obstructions. The Contractor is not responsible for clearing Service Areas blocked by vehicles, structures, or personal property. While the Contractor may provide service notifications prior to a Snow Clearing Visit where operationally feasible, the Customer shall use best efforts to keep all portions of the Service Areas clear to permit the Contractor's safe access. Where access to a Service Area is blocked or partially obstructed, the Contractor may skip all or a portion of the affected Service Area and shall not be obligated to return unless an additional Snow Clearing Visit is requested by the Customer and billed as a Billable Snow Clearing Visit.

4.3.12.4. Service Limitations. The Contractor is not responsible for:

- (a) snow falling from the roof of any structure located on the Subject Property onto the driveway or other Service Area (however such clearing may be requested by the Customer and billed as a Billable Snow Clearing Visit); or
- (b) snow drifting and accumulation or municipal windrows following a Snow Clearing Visit.



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5. FUEL SURCHARGE

- 5.1.Trigger.** If our cost of diesel fuel supplied by an arm's length fuel supplier exceeds \$1.80 per litre for a sustained period (being not less than thirty (30) consecutive calendar days), the Contractor may implement a fuel surcharge in accordance with this Section 5.
- 5.2.Amount.** The amount of the fuel surcharge, if implemented, shall be a fixed dollar amount of up to \$40.00, which shall apply uniformly to all Customers subject to this Agreement for the applicable Membership Year.
- 5.3.One-Time Surcharge.** A fuel surcharge implemented under this Section 5 shall be charged to the Customer only once in any given Membership Year. For greater certainty, a fuel surcharge will not be charged more than one time during the same Membership Year.
- 5.4.Advance Notice.** The Contractor will provide the Customer with advance Formal Notice of the fuel surcharge prior to charging it in the manner set out in Section 11.
- 5.5.Authorization to Charge.** Upon delivery of the Formal Notice referred to in Section 5.4, and subject to applicable consumer protection legislation, the Customer authorizes the Contractor to charge the fuel surcharge to the same payment method used by the Customer to pay for the Services.
- 5.6.No Other Fuel-Related Charges.** Except as expressly set out in this Section 5, no additional fuel-related surcharges or price escalations shall apply during a Membership Year.

6. CUSTOMER REPRESENTATIONS, RESPONSIBILITIES AND COVENANTS

- 6.1.Authority to Contract and Access.** The Customer represents and warrants that they are either (i) the registered owner of the Subject Property, or (ii) an occupant or agent with lawful authority to contract for the Services on behalf of the owner of the Subject Property. The Customer grants the Contractor a non-exclusive license to enter the Subject Property during the Term for the purpose of providing the Services in accordance with this Agreement.
- 6.2.Property Markers and Pickets.** Prior to the Snow Clearing Season, the Contractor will install two (2) driveway-end pickets at the street end of the Customer's driveway and may, at its discretion, install additional pickets where the Contractor determines it is operationally appropriate. The Customer shall not remove, damage, or interfere with any pickets installed by the Contractor. The Customer acknowledges that such pickets are installed solely to assist with general driveway boundary identification and safe equipment operation and are not intended to identify all hazards or protect landscaping, utilities, decorative features, or other property elements.
- 6.3.Disclosure of Hazards and Site Preparation.** The Customer is responsible for accurately disclosing, identifying, removing or clearly marking any hazards, obstacles, or site conditions at the Subject Property that may affect the safe performance of the Services, whether visible or not.



Without limiting the foregoing, the Customer shall ensure that the following items are removed from all Service Areas prior to the performance of Services or are clearly and visibly marked in a manner that remains identifiable during snowfall or lawn growth:

- (a) downspouts extending onto driveway or lawn areas;
- (b) hockey nets, sports equipment and toys;
- (c) garden hoses, extension cords, electrical cords, and decorative lighting;
- (d) loose bricks, pavers, or stones;
- (e) exposed water mains, sprinkler heads, valve covers, or utility caps;
- (f) decorative pots, ornaments, statues, or movable landscaping features; and
- (g) any other object that may not be readily visible following snowfall or lawn growth.

The Contractor is not responsible for damage to any object, structure or surface that is not properly removed, marked or disclosed at the time the Services are performed. Notwithstanding the foregoing, in the case of Snow Clearing Services, decorative, movable, or non-fixed items located within or reasonably near the Service Areas remain at the Customer's risk.

The Customer is solely responsible for supplying, installing, and maintaining any additional markers required or desired to identify or protect curbs, walkways, landscaping, decorative items, utilities, obstacles, hazards, or other features of the Subject Property that would not be reasonably apparent to the Contractor at the time of Service. The Contractor's installation of driveway pickets pursuant to Section 6.2 does not relieve the Customer of this responsibility.

6.4. Customer Access, Safety, and Cooperation. The Customer covenants and agrees to:

- (a) provide safe and unobstructed access to all Service Areas;
- (b) remove vehicles, equipment, and personal property from Service Areas prior to the delivery of Services;
- (c) secure pets and children to ensure they do not interfere with the performance of the Services;
- (d) refrain from approaching, interfering with, or directing the Contractor's equipment or operators; and
- (e) comply with all reasonable safety instructions provided by the Contractor from time to time.

6.5. Overhead Clearance. The Customer must ensure a minimum overhead clearance of twelve (12) feet above all Service Areas, including clearance from tree branches, wires, or other overhanging objects. The Contractor may decline or modify the provision of Services where adequate clearance is not available.

7. PAYMENT TERMS

7.1. Payment Options. The Customer may pay for the Services either (a) in full at the time of sign-up, or (b) by equal monthly installments over the applicable Membership Year, as selected by the Customer and confirmed in the Service Confirmation.

7.2. Installments. Where the Customer elects to pay by installments, installments are payable in accordance with the schedule set out in the Service Confirmation and are due regardless of actual



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usage, provided that the Contractor performs the Services in good faith and using commercially reasonable efforts in accordance with this Agreement.

7.3. Payment Authorization. By entering into this Agreement and subject to any Customer notice requirements set out herein, the Customer authorizes the Contractor to charge all amounts payable under this Agreement, including recurring installment payments, Billable Lawn Care Service Visit Fees incurred pursuant to Section 4.2.8, Billable Snow Clearing Visit Fees incurred pursuant to Section 4.3.10, approved surcharges, and any applicable administrative fees, to the payment method provided by the Customer at sign-up, unless otherwise agreed by the Parties.

7.4. Failed or Returned Payments. Where a payment is declined, returned, or otherwise fails for any reason, the Contractor may apply an administrative fee of \$30 per failed payment, which the Customer acknowledges represents a reasonable estimate of the administrative time and costs incurred by the Contractor in connection with payment re-processing and account administration. Upon a failed payment, the Contractor will use reasonable efforts to contact the Customer to confirm and/or update the Customer's payment method on file.

7.5. Interest on Overdue Amounts. Any amount owing under this Agreement that remains unpaid after its due date may, at the Contractor's discretion, accrue interest at a rate of six percent (6%) per annum, calculated daily and compounded monthly, from the due date until paid. Interest shall accrue only to the extent permitted by applicable law.

7.6. Quote Validity. Unless expressly stated otherwise in writing, any quote issued by the Contractor during a Sales Call or via email is valid for thirty (30) days from the date of issuance. Pricing may change after the quote validity period expires. Once the Customer accepts a quote and enters into this Agreement, pricing shall be governed by the Service Confirmation and this Agreement.

8. SUSPENSION, TERMINATION, REFUNDS AND RELOCATION

8.1. Customer-Initiated Suspension and Early Termination.

8.1.1. Customer-Initiated Suspension Not Permitted. The Customer is not permitted to temporarily suspend Services during an active Membership Year. Any request by the Customer to suspend Services during the Term shall be treated as a Customer-initiated termination of this Agreement.

8.1.2. Customer-Initiated Termination. The Customer may terminate this Agreement during an active Membership Year by delivering Formal Notice to the Contractor. Upon such termination:

- (a) the Customer remains responsible for payment of all amounts owing for Services already performed, any properly incurred surcharges and/or administrative fees; and
- (b) the Customer shall pay an early termination charge, intended as a genuine pre-estimate of the Contractor's administrative, staffing, and scheduling losses, equal to the lesser of:
 - (i) twenty percent (20%) plus HST of the remaining unpaid portion of:
 - a. the total Contract Price (if cancelling all Services) for the applicable Membership Year;



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- b. the Snow Clearing Services Fee (if cancelling Snow Clearing Services only); or
 - c. the Lawn Care Services Fee (if cancelling Lawn Care Services only); or
- (ii) two (2) monthly installment payments at the then-current installment amount applicable to the Membership Year, plus HST.
- (c) Where a Customer has prepaid the full amount due and owing under this Agreement for the Services in a given Membership Year and then initiates a termination of this Agreement, the Customer shall be reimbursed for any payments made for Services not yet performed during the Membership Year on a prorated basis, less the early termination charge calculated in accordance with Section 8.1.2(b).

The Parties acknowledge that this early termination charge is not a penalty and represents a reasonable allocation of risk having regard to the Contractor's seasonal staffing and operational commitments.

8.2. Contractor-Initiated Suspension and Termination.

8.2.1. Suspension of Services. The Contractor may, upon reasonable notice to the Customer, suspend some or all of the Services where:

- (a) the Customer fails to make any payment when due under this Agreement;
- (b) conditions at the Subject Property are unsafe for the Contractor's personnel or equipment at the discretion of the Contractor, acting reasonably; or
- (c) the Customer fails to comply with its obligations under this Agreement in a manner that materially impedes the Contractor's ability to provide the Services.

Where Services are suspended due to circumstances within the Customer's control, no refund, credit, or proration of fees shall apply for the period of suspension, and the Customer remains responsible for all amounts owing under this Agreement. Suspension of Services does not mean that this Agreement will be automatically terminated, nor does it relieve the Customer of responsibility for payment of Services already performed. If the Contractor temporarily suspends some or all of the Services, such suspension does not extend the Term or alter the Renewal Date of this Agreement.

8.2.2. Termination by Contractor. If the circumstances giving rise to a suspension under Section 8.2.1 continue for a sustained period, or where the Customer's non-payment, unsafe conditions, or material breach of this Agreement makes it commercially impracticable or unreasonable for the Contractor to continue providing the Services, the Contractor may terminate this Agreement by providing Formal Notice to the Customer.

Termination under this Section 8.2.2 does not relieve the Customer of responsibility for amounts owing for Services already performed, applicable surcharges, or administrative charges incurred prior to termination. For greater certainty, the early termination charge set out in Section 8.1.2 shall not apply to a termination by the Contractor under this Section 8.2.2.



8.3. Suspension or Termination Due to Force Majeure. The Contractor may suspend, modify, or terminate the Services as a result of a Force Majeure Event in accordance with Section 10 (Force Majeure). Any refund or proration of fees arising from a Force Majeure Event shall be determined strictly in accordance with Section 10.

8.4. Refunds.

8.4.1. No Refunds for Services Provided. Except as expressly provided in this Agreement, no refunds shall be provided for Services that have already been performed.

8.4.2. Customer Overpayments. Any undisputed overpayment made by the Customer shall be refunded to the original method of payment without interest or fees within a reasonable time, and in any event no later than thirty (30) days after the overpayment is identified or agreed upon by the Parties. For greater certainty, an “undisputed overpayment” means an amount paid by the Customer to the Contractor that both Parties agree was not payable under this Agreement.

8.4.3. First-Service Satisfaction Guarantee. If the Customer is not satisfied following the first Snow Clearing Visit or first Lawn Care Visit, the Customer may cancel this Agreement by providing Formal Notice to the Contractor within twenty-four (24) hours following such first visit. Where cancellation occurs in accordance with this Section 8.4.3, the Contractor will provide a full refund of all amounts paid, and this Agreement shall be deemed terminated without further obligation on either Party.

8.5. Relocation. This Agreement is not transferable to a new owner upon the sale or transfer of the Subject Property or upon the Customer otherwise vacating the Subject Property. The Customer shall promptly provide Formal Notice to the Contractor if the Customer relocates to another property within the Service Zone during the Membership Year. The Contractor may, at its discretion, permit the Services to be transferred to the new property, subject to operational feasibility and potential repricing to reflect differences in service requirements, Service Zone, or property characteristics. If such relocation of the Services is not permitted by the Contractor, the Customer must terminate this Agreement in accordance with Section 8.1.2.

9. LIABILITY, DAMAGE CLAIMS AND INDEMNIFICATION

9.1. Statutory Rights and Negligence. This Agreement is not intended to exclude, restrict, or limit any liability of the Contractor for negligence, gross negligence, or wilful misconduct to the extent such exclusion or limitation is prohibited by applicable law, including under the Act.

9.2. Damage Claims and Notice of Same. The Customer must notify the Contractor of any alleged damage to the Subject Property and/or the Customer's personal property arising from the Contractor's performance of the Services, including any video footage or photographic evidence in the Customer's possession, within forty-eight (48) hours after the Customer becomes aware, or ought reasonably to have become aware, of such damage. Failure to provide notice within this timeframe shall not automatically bar a claim where the Customer demonstrates that the damage was not reasonably discoverable within that period.



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9.3. Limitation of Liability. To the extent permitted by applicable law, the Contractor's total liability to the Customer arising out of or relating to this Agreement, whether in contract, tort, negligence, or otherwise, shall be limited to the total contract price payable by the Customer for the applicable Membership Year under this Agreement and as set out in the applicable Service Confirmation. For greater certainty, this limitation applies only to claims for property damage and does not apply to liability that cannot be limited or excluded by law.

9.4. Customer Indemnification (Limited Scope). The Customer shall indemnify and hold harmless the Contractor from and against any third-party claims, damages, losses, or expenses arising from:

- (a) the Customer's failure to comply with its obligations under Section 6 (Customer Representations, Responsibilities and Covenants);
- (b) unsafe, undisclosed, or improperly marked conditions at the Subject Property;
- (c) the acts or omissions of the Customer and/or the Customer's occupants, guests, pets, or personal property that interfere with or affect the safe performance of the Services; or
- (d) the Customer's failure to maintain the Subject Property in accordance with the standards required under the *Occupiers' Liability Act* (Ontario).

For greater certainty, this indemnity shall not apply to the extent that such claims arise from the negligence, gross negligence, or wilful misconduct of the Contractor or its personnel.

9.5. Occupiers' Liability and Ice Conditions. The Parties acknowledge and agree:

- (a) the Contractor is not an occupier as defined in the *Occupiers' Liability Act* (Ontario);
- (b) the Customer is solely responsible for complying with the obligations in Section 3 of *Occupiers' Liability Act* (Ontario), including taking all steps necessary to ensure that people are reasonably safe while on the Subject Property;
- (c) snow and ice conditions are inherently variable and may change rapidly due to weather, temperature fluctuations, drifting, freezing rain, or other factors beyond the Contractor's control;
- (d) the Services, including any Snow Clearing Services or Snow Clearing Service Add-Ons, are provided on a periodic and scheduled basis only and do not constitute continuous monitoring or maintenance of snow or ice conditions at the Subject Property, and as such, the Contractor does not guarantee that any Service Area will be free from snow, ice, or slippery conditions at any particular time, including but not limited to immediately following any given Snow Clearing Visit or Lawn Care Visit;
- (e) except during the active performance of the Services, the Customer retains care, control, and responsibility for the condition of the Subject Property, including taking reasonable steps to address snow and ice conditions between Snow Clearing Visits; and
- (f) nothing in this Agreement is intended to exclude, restrict, or limit any duty of care imposed on the Customer by the *Occupiers' Liability Act* (Ontario) or any liability that cannot be excluded or limited by law and, the Customer remains responsible for the duty of care owed to all persons



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entering on the Subject Property under the *Occupiers' Liability Act* (Ontario) despite the Contractor's provision of Services.

9.6. Driveway Surface Acknowledgement. The Customer acknowledges that Snow Clearing Services are performed using commercial-grade equipment, including tractor-mounted snow blowing and related machinery. While the Contractor will exercise reasonable care in the performance of the Services, minor surface marks, scuffs, or scratches to asphalt, concrete, interlocking brick, or other driveway surfaces may occur as an incidental and unavoidable consequence of mechanical snow clearing operations, particularly where surfaces are uneven, worn, or contain exposed aggregate or decorative materials.

The Customer acknowledges that such minor and incidental surface markings are a known and inherent risk of mechanical snow clearing and do not, in and of themselves, constitute negligence or a breach of this Agreement.

Customers who require driveway surfaces to remain free from any potential surface marking should not enroll in mechanical Snow Clearing Services and may instead wish to consider manual shoveling or handheld snowblower alternatives which are not provided by the Contractor.

10. FORCE MAJEURE

10.1. Force Majeure Events. The Contractor shall not be liable for any failure or delay in the performance of the Services to the extent such failure or delay is caused by events beyond the Contractor's reasonable control (a "**Force Majeure Event**").

Force Majeure Events may include, without limitation, severe or extreme weather conditions, heavy or prolonged snowfall, snow squalls or whiteout conditions, icy or unsafe road conditions, flooding, drought conditions, electrical storms, forest fires or smoke conditions, natural disasters, road closures, power outages, fuel shortages, equipment failure despite reasonable maintenance, labour disruptions, acts of government or regulatory authorities, or other similar events that could not reasonably have been anticipated or avoided by the Contractor.

10.2. Temporary or Short-Term Disruptions. Where a Force Majeure Event temporarily prevents the Contractor from performing a scheduled Service, the Contractor will use commercially reasonable efforts to resume performance as soon as reasonably practicable.

Where a Force Majeure Event results in a one-time or short-term disruption to a scheduled Service and does not materially affect the Contractor's overall ability to continue providing the Services during the Lawn Care Season or Snow Clearing Season, as the case may be, such disruption shall not constitute a breach of this Agreement and shall not result in any refund, credit, or proration of fees in favour of the Customer.

10.3. Sustained or Prolonged Force Majeure Events. Notwithstanding Section 10.2, where a Force Majeure Event is sustained, recurring, or prolonged such that it renders the Contractor's continued performance of the Services commercially impracticable or unrealistic for a material portion of the applicable Lawn Care Season or Snow Clearing Season, as the case may be, the Contractor may reasonably suspend, modify, or discontinue the affected Services without being in breach of this Agreement.



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In such circumstances, the Customer shall be entitled to a reasonable refund or proration of fees attributable to the period during which the affected Services cannot be provided, as determined by the Contractor acting reasonably and in good faith, having regard to the nature and duration of the Force Majeure Event and the Services impacted.

10.4. Payment for Services Already Performed. For greater certainty, nothing in this Section 10 relieves the Customer of any obligation to pay for Services already performed prior to the occurrence of a Force Majeure Event.

11. NOTICE

Unless otherwise specified in this Agreement, any notice, request, demand, or other communication required or permitted to be given under this Agreement (each, a “**Formal Notice**”) shall be delivered as follows:

11.1. Notice from Customer to Contractor. Any Formal Notice from the Customer to the Contractor must be delivered by either: (i) email to the Contractor’s published customer support email address and/or through the Customer’s online account or customer portal (if applicable); or (ii) telephone call to the Contractor’s published customer service/support telephone number. For greater certainty, notice provided to the Contractor’s operators, drivers, field staff, or other on-site personnel does not constitute valid notice under this Agreement.

11.2. Notice from Contractor to Customer. Any Formal Notice, including renewal-related or service-related communications, from the Contractor to the Customer may be delivered by either: (i) email to the email address on file with the Contractor or used by the Customer as part of the sign-up process; (ii) regular mail to the mailing address provided by the Customer to the Contractor and on file at the time such Formal Notice is sent; or (iii) telephone call to the number provided by the Customer as part of the sign-up process. The Customer shall notify the Contractor of any changes to the Customer’s email address, mailing address or telephone number, as applicable.

11.3. Deemed Receipt. Formal Notices delivered by email shall be deemed received when sent, provided no delivery failure notice is received; however, if sent after 5:00 p.m. (local time) on a business day or on a non-business day, the notice will be deemed received on the next business day. Formal Notices delivered by regular mail shall be deemed to be received seventy-two (72) hours after the date of mailing. Formal Notices communicated by telephone shall be deemed received when communicated during the telephone call. The Parties agree that receipt of Formal Notice by one Customer is deemed receipt by all Customers party to this Agreement.

12. GENERAL

12.1. Interpretation. In this Agreement, words importing the singular include the plural and vice versa, and words importing gender include all genders, as the context requires. The word “including” means “including without limitation.” Headings are included for convenience of reference only and shall not affect the interpretation of this Agreement.

12.2. Amendments. Amendments to this Agreement or to the details set out in a Service Confirmation during the Term must be agreed to by the Parties and may be made either (a) in writing, including by email or electronic acceptance, or (b) by telephone in accordance with the acceptance process described in Section 2.2, in each case with the Customer’s express consent. For greater certainty,



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any proposed changes to pricing, Services, or other material terms intended to apply to a subsequent Membership Year shall be addressed in accordance with Section 3.7 (Renewal with Changes) and shall not take effect unless the Customer affirmatively accepts such changes as set out therein.

- 12.3. Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and issued by the Contractor. A waiver of any breach shall not constitute a waiver of any subsequent breach.
- 12.4. Assignment.** The Customer may not assign, transfer, or otherwise convey this Agreement or any rights or obligations under this Agreement without the prior written consent of the Contractor, which may be withheld in the Contractor's sole discretion. The Contractor may assign this Agreement, in whole or in part, without the consent of the Customer, including in connection with a sale of assets, share sale, corporate reorganization, amalgamation, or other business transaction, provided that the assignee agrees in writing to be bound by the terms of this Agreement and the applicable Service Confirmation.
- 12.5. Severability.** If any provision of this Agreement, or the application thereof, is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be interpreted, read down, or limited to the minimum extent necessary to comply with applicable law and to give effect, as nearly as possible, to the original intent of the Parties. If such provision cannot be so interpreted, read down, or limited, it shall be severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- 12.6. Entire Agreement.** This Agreement, together with the applicable Service Confirmation, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, or representations, whether written or oral.
- 12.7. Consumer Protection Act Compliance.** Nothing in this Agreement is intended to exclude, restrict, or limit any right, remedy, protection, or entitlement of the Customer under the Act. Without limiting the foregoing, where this Agreement or any provision of this Agreement conflicts with the Act, the Act shall prevail and this Agreement shall be read, interpreted, and applied so as to give effect to the mandatory requirements of the Act.
- 12.8. Service Communications.** By entering into this Agreement, the Customer acknowledges that the Contractor may contact the Customer by SMS/text message and/or email to provide operational updates and other factual information relating to the Services, including scheduling confirmations, service notifications, weather-related updates, and similar communications.
- 12.9. Conflicts.** The Services provided to the Customer are those set out in this Agreement and the applicable Service Confirmation. In the event of any conflict or inconsistency between this Agreement and a Service Confirmation, this Agreement shall govern, except that the Service Confirmation shall govern with respect to pricing, the selected Services, including the selected Snow Service Tier, and any purchased service add-ons.
- 12.10. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.



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12.11. Dispute Resolution. The Parties agree to attempt to resolve any dispute arising out of or relating to this Agreement through good faith negotiations. If a dispute cannot be resolved through negotiation, the Parties may attempt mediation as a first step, where practicable. Nothing in this Agreement is intended to restrict or prohibit the Customer from commencing legal proceedings or pursuing remedies available at law. The Parties irrevocably attorn to the exclusive jurisdiction of the courts of Sault Ste. Marie, Ontario in respect of any such proceedings.



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SCHEDULE A – DEFINED TERMS

“Act” means the *Consumer Protection Act, 2002*, S.O. 2002, Chapter 30, Schedule A, together with all regulations made thereunder, as the same may be amended, supplemented, replaced or re-enacted from time to time.

“Agreement” has the meaning given to it in the Preamble.

“Auto-Renewal Program” has the meaning given to it in Section 3.5.

“Billable Lawn Care Service Visit” means an additional Lawn Care Visit requested by the Customer that is outside the frequency included in the Customer’s selected Lawn Care Service Tier and is chargeable in accordance with Section 4.2.8.

“Billable Lawn Care Service Visit Fee” has the meaning given to it in Section 4.2.8(a).

“Billable Snow Clearing Visit” means a Snow Clearing Visit that is not included in the Snow Clearing Services applicable to the Customer for the relevant Membership Year, including, without limitation, a Snow Clearing Visit which is:

- (a) requested by the Customer outside the ordinary dispatch parameters of this Agreement;
- (b) requested by the Customer to re-attend the Subject Property due to blocked access, vehicles, or other obstructions within the Customer’s control;
- (c) requested by the Customer for services that are excluded from Snow Clearing Services under this Agreement; or
- (d) performed after the Included Annual Snow Clearing Visits have been exceeded during a given Membership Year and where a per-visit surcharge applies as set out in Section 4.3.10.

“Billable Snow Clearing Visit Fee” has the meaning given to it in Section 4.3.10.3.

“Contract Price” means the total fees payable by the Customer for the Services for a given Membership Year, as set out in the applicable Service Confirmation, exclusive of HST and any surcharges and/or administrative fees that may be charged under this Agreement.

“Contractor” means Sault Northern Landscaping Corp., operating as Northern Snow and/or Northern Lawns, together with its related and affiliated entities (including any parent companies, subsidiaries, or entities under common control), and their respective employees, agents, operators, and permitted subcontractors, each of whom may perform some or all of the Services under this Agreement. The Contractor’s place of business is located at 1092 Great Northern Road, Unit 2, Sault Ste. Marie, Ontario.

“Customer” means the person(s) or entity purchasing Services, or the person(s) or entity for whom the Services are being purchased, and, where applicable, the registered owner or occupier of the Subject Property.

“Effective Date” has the meaning given to it in the Preamble.

“Force Majeure Event” has the meaning given to it in Section 10.1.



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1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON

“Formal Notice” has the meaning given to it in Section 11.

“Included Annual Snow Clearing Visits” has the meaning given to it in Section 4.3.10.1.

“Included Lawn Care Services” has the meaning given to it in Section 4.2.3.

“Initial Term” has the meaning given to it in Section 3.3.

“Lawn Care Season” means the period from May 1 to October 31 (inclusive) during a given Membership Year.

“Lawn Care Services” means the Included Lawn Care Services provided under the applicable Lawn Care Service Tier, together with any Lawn Care Service Add-Ons, if applicable.

“Lawn Care Service Add-Ons” has the meaning given to it in Section 4.2.5.

“Lawn Care Service Tier” means either the Standard Lawn Care Service Tier or the Premium Lawn Care Service Tier.

“Lawn Care Services Fee” means the base fee payable by the Customer to the Contractor for the delivery of the Included Lawn Care Services under the Customer’s selected Lawn Care Service Tier during a given Membership Year as set out in the applicable Service Confirmation, excluding HST, Lawn Care Service Add-Ons, any Billable Lawn Care Service Visit Fee, and any surcharges and/or administrative fees that may be charged under this Agreement.

“Lawn Care Visit” means the Contractor’s attendance at the Subject Property to perform Lawn Care Services to the Service Area during the Lawn Care Season.

“Membership Year” has the meaning given to it in the Preamble.

“Notice of Change and Renewal” has the meaning given to it in Section 3.7.

“Occupiers’ Liability Act (Ontario)” means Occupiers’ Liability Act, R.S.O. 1990, Chapter O.2.

“Parties” means the Contractor and the Customer, collectively.

“Premium Lawn Care Service Tier” means the Lawn Care Service Tier described in Section 4.2.2(b).

“Premium Snow Clearing Services” has the meaning given to it in Section 4.3.4.

“Renewal Date” means May 1 of each calendar year, being the date on which this Agreement renews for a new Membership Year, unless this Agreement is cancelled or does not renew in accordance with this Agreement.

“Renewal Notice” has the meaning given to it in Section 3.6.1.2.

“Sales Call” has the meaning given to it in Section 2.2.(a).

“Second Pass” has the meaning given to it in Section 4.3.4(b).



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1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON

“Services” means Lawn Care Services and Snow Clearing Services, collectively (as applicable).

“Service Area” means the driveway area, the front step and garage door areas (if applicable) and/or lawn areas to be serviced at the Subject Property as set out in the Service Confirmation.

“Service Confirmation” means the Customer-specific quote, order summary, invoice, checkout confirmation or work order issued through the Contractor’s sales systems, which confirms:

- the Services selected;
- Snow Service Tier;
- Lawn Care Service Add-Ons and/or Snow Clearing Service Add-Ons purchased by the Customer, if applicable;
- Contract Price and payment method; and
- any prescribed service thresholds and applicable surcharge rates if not otherwise specified in this Agreement.

The Service Confirmation forms part of this Agreement and is incorporated by reference.

“Service Zone” means the geographic area in which the Subject Property is located as determined by the Contractor for routing and operational decisions.

“Snow Clearing Season” means the period from November 1 to April 30 (inclusive) during a given Membership Year.

“Snow Clearing Services” means Standard Snow Clearing Services or Premium Snow Clearing Services and Snow Clearing Service Add-Ons, if applicable.

“Snow Clearing Services Fee” means the base fee payable by the Customer to the Contractor for the delivery of Snow Clearing Services under the Customer’s selected Snow Service Tier during a given Membership Year, including any Snow Clearing Service Add-Ons purchased by the Customer, and excluding HST, any prior Billable Snow Clearing Visit Fees, and any surcharges and/or administrative fees that may be charged under this Agreement.

“Snow Clearing Service Add-Ons” has the meaning given to it in Section 4.3.6.1.

“Snow Clearing Trigger” has the meaning given to it in Section 4.3.2.

“Snow Clearing Visit” means the Contractor’s attendance at the Subject Property to perform Snow Clearing Services to the Service Area during the Snow Clearing Season.

“Snow Service Tier” means either Standard Snow Clearing Services or Premium Snow Clearing Services.

“Standard Lawn Care Service Tier” means the Lawn Care Service Tier described in Section 4.2.2(a).

“Standard Snow Clearing Services” has the meaning given to it in Section 4.3.3.

“Subject Property” means the lands and premises owned or lawfully occupied by the Customer for which Services are provided by the Contractor.



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1092 Great Northern Road, Unit #2, Sault Ste. Marie, ON

“Term” means the period commencing on the Effective Date and continuing until the expiry of the applicable Membership Year, and thereafter any renewal Membership Year(s) pursuant to this Agreement, unless earlier terminated or not renewed in accordance with this Agreement.