



WSIB COMPLIANT CERTIFICATION - ACCOUNT 1400631

275 Wentworth Street. W.

Oshawa ON L1J 1N1

+1 416-807-7675

NatureRUsLandscaping@outlook.com

Business Registration No: 80545-3032-RT0002

Winter Snow Management and Removal Contract

Residential and Commercial

Between - Nature'R Us Landscaping – And

PLEASE FILL OUT THE INFORMATION BELOW – FINAL SUBMISSION DEADLINE IS NOVEMBER 1st.

Company Name	
Customer Name	
Service Address	
Contact Phone	
Email	
Service Option	Unlimited Attempts of Snow Removal. Up to 20 Times Salt Spreading or as Needed.
Payment Due Date	1 st of every Month

Terms:

1. This contract will commence on November 15, or the first snowfall, and expire on April 14.
2. Unlimited attempts for snow removal services will be provided based on the service package outlined in your estimate or invoice. The contractor will plow roadways, clear sidewalks, pathways, and parking lots when snow accumulates to 5 cm or more.
3. Ice melting and salting services will be applied 20 times, or as needed, throughout the five months from November 15 to April 14.
4. Upon the request, the Contractor shall provide evidence of compliance with applicable workers' compensation legislation, including payments due thereunder. The Contractor shall maintain at its own expense Comprehensive General Liability insurance in the minimum amount of \$2,000,000.00 per occurrence for bodily injury, death, and property damage and evidence of such insurance shall be provided by the Contractor to the Owner upon the request of the Owner.

5. The Owner acknowledges that some damage to the property of the Owner is reasonably foreseeable because of the Contractor's performance of this Agreement, which reasonably foreseeable damage includes, but is not limited to, damage to concrete, asphalt, sod, grass, and planting materials due to the application of ice melting products and surface damage to curbs and asphalt due to the clearing of snow and ice. The Contractor will be responsible for repair work if any.
6. The Contractor shall indemnify and hold harmless the Owner, its agents, and employees from and against any claim for damages arising from an occurrence of bodily injury or death or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement of the Contractor or anyone for whom the Contractor is responsible in law and provided that the Contractor is given notice of the claim by the Owner within a reasonable time following the occurrence but in any event within 48 hours of the Owner first acquiring knowledge of the circumstances of the claim. The Owner expressly waives the right to be indemnified by the Contractor and agrees to indemnify and hold harmless the Contractor, its agents, and employees from and against any claim for damages save and except those which arise due to the negligence or breach of this Agreement of the Contractor.
7. Should the Contractor fail to comply with the requirements of this Agreement to a substantial degree, the Owner may notify the Contractor in writing that the Contractor is in default of its contractual obligations and instruct the Contractor to correct the default within 5 business days. If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner may correct the default and deduct the cost thereof from any payment due to the Contractor or terminate the Agreement. If the Owner terminates the Agreement, the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

Cost Of Services:

The total cost for the services outlined in the estimate or invoice will be subject to 13% HST. Payment will be made in full, or in two or four installments. The payment schedule is outlined as follows:

- November, December, and January: the last three payments for February, March, and April are due on the 1st of February. Unless your schedule includes 12 monthly payments for lawn care services.
- Year-round contracts for lawn care and snow removal services can be paid in 12 monthly installments.

The contractor will receive payment on the 1st of each month. The first payment, which includes HST, is due upon signing the contract.

Accepted Forms of Payment:

We accept various payment methods including cash, credit cards, debit cards, e-transfer payments to NatureRUsLandscaping@outlook.com, and bank-to-bank deposits. For automatic banking payment details, please contact us directly. Payments to Nature'R Us Landscaping will be made in either four or twelve installments, as specified below. The total amount, inclusive of HST, will not exceed the agreed-upon figure by the end of the five-month or annual contract period.

Conditions And Description of The Work:

1. Work done by Nature'R Us Landscaping will conform to local codes and applicable government regulations. Nature RUs Landscaping employees have been trained to work safely and are aware of the regulations for W.H.M.I.S., W.S.I.B.

2. Nature'R Us Landscaping will provide a valid insurance slip and a valid policy number for public liability and property damage in the amount of 2 million dollars minimum.
3. Nature'R Us Landscaping shall act reasonably, shall monitor the weather in the vicinity of the *Premises*, and shall apply the standards of the custom of the snow and ice maintenance industry.
4. The Contractor will keep and maintain records to document its attendance on site and its application of Ice Melting Products and will make those records available to the Owner upon reasonable request.
5. Clearing of snow involves moving snow from the Snow Clearing Areas such as walkways, paved entrances, roadways, tenants, and visitor parking spots.
6. Snow plowing, shoveling, relocation, and removal shall be conducted using a plow or blade affixed to a motorized vehicle or a snow blower. The removal and relocation of snow will be performed as per the instructions of the property manager and should be directed to a designated area within the Property Premises.
7. Snow plowing or snow removal shall commence if there is an accumulation of two (5) centimeters of snow or more.
8. A notice will have been given or made on the day that it is delivered. Either party may give notice to the other of any unforeseeable circumstance through an email or a valid contact number by way of SMS.
 - Snow plowing and Ice management shall be conducted 7 (seven) days a week. In case of storms during business hours, the premises shall be cleared in a manner where it may remain accessible to all clients and customers. In case of daytime snowfall, all entrances and roadways shall be promptly cleared.
 - Snow must not be relocated onto catch basins, manholes, valve chambers, in front of fire hydrants, or other drainage locations unless authorized by the client.
9. A turnaround period of 8-12 hours between the start of the snow and the commencement of the snow removal shall be applied or as prescribed by the contractor (unlimited attempts upon 5cm or more snow accumulations).
10. ****5 cm Threshold: **** We offer snow-clearing services for snowstorms that accumulate between 5 cm and 15 cm (1.5" to 6"). If the snowfall exceeds 15 cm (6"), an additional 30% charge will be added to your minimum monthly payment for every extra 5 cm of snow.
11. ****Slips and Falls: **** We cannot be held liable for incidents of slips and falls on the owner's property resulting from the snow clearance and salt application services provided.
12. **Snowbanks: **** Plowing to clear roadways and parking lots may create snowbanks due to the nature of the snow. Properties with driveways and designated parking spaces directly affected by these snowbanks are not the responsibility of the contractors for removal. We strive to avoid blocking access with snowbanks whenever possible.
13. As a result of payment default or upon breach of this contract from either party, this contract and any conditions listed herein by the Client, this contract shall be rendered null and void. The Contractor shall be released from all liabilities.
14. Any subcontractor contracted by Nature'R Us Landscaping shall be deemed an agent of Nature'R Us Landscaping.

Payment Structure:

In consideration of executing the Fixed-Price Work, the Owner agrees to compensate the Contractor with the total amount or payable in installments, plus HST. The Contractor will provide the invoice or monthly invoices for any Additional Work or Extra Work completed. All invoices must be settled within seven (7) days of the scheduled payment dates outlined below. Additionally, please be reminded that any Additional Work must obtain prior approval from the Owner before commencement.

Payment Installments: Choose either November to March or December to April. Payments are due over four or months. Total Seasonal Estimate Including HST: \$

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- 1. November 1, 2025. = \$
 - 2. December 1, 2025. = \$
 - 3. January 1, 2026. = \$
 - 4. February 1, 2026. = \$
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- 5. December 1, 2025. = \$
 - 6. January 1, 2026. = \$
 - 7. February 1, 2026. = \$
 - 8. March 1, 2026. = \$
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Cancellation Policy:

Either the Owner or the Contractor may terminate the contract with a written notice given 45 days in advance.

(Signature)

(Signature)

(Name of Contractor Signing)

(Name of Client Signing)

(Date)

(Date)

