

EMBARK

LANDSCAPE & DESIGN



LAWN MAINTENANCE/SNOW REMOVAL MAINTENANCE AGREEMENT

Embark Landscape & Design Inc. (hereinafter referred to as the “Contractor”) agrees to perform the lawn maintenance services/snow removal services for the Customer, as defined at the end of this Agreement on the terms and conditions contained herein:

Contract Period: The contract period will be from [insert date] to [insert date].

The services listed below will be provided by the Contractor at the Customer’s Property, which is described at the end of this Agreement:

Mowing

Mow the grass on the Customer’s Property every seven (7) days, or as weather permits to maintain an appropriate height for the type of grass and season to ensure a well-manicured and healthy appearance. The Contractor will endeavour to mow the grass on [insert day of week], subject to weather and other unforeseen circumstances.

Trimming

Grass around obstacles, such as street lamps, fences and any other obstacles where a mower cannot access, will be trimmed to maintain a well-manicured appearance.

Shrub Bed Maintenance

Maintain all plant beds on the Customer’s Property continuously though the contract period, which includes front and back yard beds being kept free and clear of all weeds

Pruning

Shrubs below 6 ft in height to be maintained as part of the weekly maintenance as needed.

Edging

All sidewalks and curbs, to driveways and ground level patios, shall be edged with a mechanical metal blade every two (2) weeks. All sidewalks, curbs, driveways, and ground level patios shall be blown clean of all grass cuttings, dirt and debris at each visit.

Leaf Removal

Leaves will be removed from the Customer’s Property every fourteen (14) days during the fall and winter until trees have dropped all foliage. Leaves shall be removed from the Customer’s Property and discarded in an off-site landfill

Fertilizing

Fertilizing will be completed by the contractor for an additional cost and only on the request of the customer.

Snow Removal

Snow will be removed from the Customer’s Property’s front walkways/landing, city walk and driveway. Other areas may be specified upon request. Where practical, snow will be cleared to the edge of the clearing area and piled on the Customer’s Property.

Additional visits to the Customer’s Property, deemed necessary due to drifting snow or ice build-up are charged extra at an agreed upon price, in writing, between the Contractor and Customer.

Snowfall Accumulation and Time Frame

Contractor agrees to dispatch its crews and equipment to the Customer's Property on trace of snow or greater. Any amount under two (2) centimeters is deemed to not merit the Contractor's service at the Customer's Property and will cost an additional agreed upon price if the Customer requests service under the agreed upon two (2) centimeter accumulation.

The Contractor agrees that the Customer's Property will be done with due dispatch, while meeting quality expectations of the Customer and should be done within twenty-four (24) hours after accumulation. In the event of large amounts of snowfall or heavy storms, more time may be needed to start clearing the Customer's Property.

When a snowfall is expected to produce more than two (2) centimeters, the Contractor will re-visit the Customer's Property once every twenty-four (24) hours until snowfall stops. In order to service all of the Contractor's customers, the Contractor cannot agree to service the Customer's Property more than once per twenty-four (24) hour period. Multiple visits to the Customer's property per day may be requested, but the Contractor may not be able to do so and, if the Contractor agrees to do so, additional costs may be required.

When a snowfall forecasts two (2) to four (4) centimeters, the Contractor will wait for the snowfall to end before dispatching crews and equipment. This prevents an accumulation of less than two (2) centimeters on the Customer's Property after a clearing has already taken place, in which case the Contractor would not re-visit the Customer's Property because the minimum two (2) centimeter amount will not be reached.

Snowfall accumulations reached after 2:00 pm will be cleared the following day. Due to noise restriction by-laws, the Customer's Property will not be serviced between 10:00 pm and 7:00 am. Snow will not be cleared on Christmas Day or New Years Day.

Payment

A Package of post dated cheques is requested by the contractor to make billing efficient. A summer cheque package of post dated cheques (7 cheques, from April – October) is requested in April, and a snow maintenance cheque Package (5 cheques, November-March) is requested in November.

Work Outside Scope of Agreement

Work requested to be done outside the scope of this Agreement will be charged at an agreed upon price. Examples include, but are not limited to, revisiting the Customer's Property to clear drifting snow, extra ice melt applications, hauling snow off-site etc.

Personnel

The Contractor shall designate, hire and dismiss the personnel necessary for the care, upkeep, maintenance and servicing of the Customers' Property. The Contractor shall provide training for each employee that will include instruction in community rules, site and equipment operation and maintenance, local health department requirements, conduct and professional problem-solving techniques. The Contractor shall provide supervision of its employees and its employees shall conduct themselves in a polite and acceptable manner when on the Customer's Property.

Performance

The Contractor shall perform the services diligently, in a good, professional and safe manner, using good quality materials, equipment and workmanship.

The Contractor shall have total control of the work and shall be solely responsible for the means, methods, techniques, sequences, procedures and equipment needed to complete the services for the Customer. The Contractor shall comply with all laws, rules and regulations which relate to the services, including applicable health and safety legislation and shall obtain any permits or licenses necessary for its performance as at the date hereof. Subject to the next sentence, the Contractor will also be responsible for and shall restore at its expense all damage to the Customer's Property caused solely by the Contractor's negligence in the performance of its work on the Customer's Property. The maximum amount of any and all claims that the Customer may have against the Contractor related to the services performed on the Customer's Property, whether such claims are in contract, negligence or other tort, shall be limited to the amount of fees received by the Contractor from the Customer in the previous six (6) months and in no event shall the Contractor be liable for any indirect, consequential or punitive damages.

Insurance and Workers' Compensation

Contractor will maintain general liability insurance coverage of two million (\$2,000,000) Dollars and those employed by the Contractor are covered under the Worker's Compensation Board of Alberta.

Access for Promotion

The Contractor shall have the right, for promotional purposes only, to take photographs and videos of the Customer's Property in relation to work both prior to and after completion of work. The Contractor shall have and retain all copyright in said photographs and videos, which may be used by the Contractor at its sole discretion in reference and promotional materials.

Governing Law and Arbitration

This Agreement and the rights and obligations of the parties under this Agreement shall be governed by and construed with the laws of the Province of Alberta and the federal laws of Canada applicable therein. All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated or derived from this Agreement, which cannot be resolved amicably by the Contractor and the Customer, will be finally resolved by arbitration under the Arbitration Rules of the ADR Institute of Canada, Inc. The Seat of Arbitration will be Alberta. The language of the arbitration will be English.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the ___ day of _____, 201__.

EMBARK LANDSCAPE & DESIGN INC.

Per: _____

Per: _____

[Customer: Print name]

WITNESS

Customer's Property:

[add the address of the property]

[add Customer's phone number and email (for e-invoice and e-transfers)]