

RANDY CRAMER SNOW & LAWN, INC.

9682 Black Creek Road, Brewerton, NY 13029 315-676-4442 Fax 1-866-602-2945

WWW.RCSLINC.COM

CONTRACT AND PROCEDURES SUMMARY FOR 2018-2019 SEASON. SEASON DATES: 11/10/18 – 4/10/19

PLOWING (HOW & WHEN): Plowing will start when snow has reached 3 inches. If the snow starts late in the morning, the plowing will also start later. All Seasonal and Per Time Contracts follow the same procedures. Plow start times will be determined according to the weather and our experience in your area, not according to the airport. There may be times when plowing is done with less than 3 inches, wet, heavy snow creating deep ends, etc. RCS&L reserves the right of final determination. Afternoon plows tend to run later due to increased traffic and the availability of drivers as they leave full time employment. Routes take many hours to complete. We do not START plow routes in the evening. During severe winter storms our trucks may be pulled off the roads until conditions become safe. In this event, plowing will be delayed. Please call to solve problems and non-emergencies during the hours of 10 a.m. to 6 p.m. Breakdowns can happen. **We do not guarantee plow times morning or afternoon. Calls will be taken at other times for emergencies only. Look on web site for news during season.**

SNOWPLOWING DUE TO SNOWFALL IS COVERED UNDER CONTRACT, NOT SNOW THAT HAS BEEN PUT ON DRIVE DUE TO ROOF SHOVELING OR REASONS OTHER THAN NATURAL SNOWFALL. SNOW FROM THE TOWN PLOW IS COVERED.

PLOWING & DAMAGE REPAIR: RCS&L marks all driveways with wood stakes unless the ground has frozen or customer does not want stakes in lawn. If the customer does not want stakes, they accept the responsibility for any damage to lawn and or objects next to drive. RCS&L tries to mark all drives by the 1st weekend in November. Drives will not be marked without a signed and returned contract. If plowing occurs before we mark the drive, we do not plow to the edge of the drive.

ICE BUILD UP: While we try to control the buildup of ice and snow, most driveways must be back dragged away from door. This does not work as well as when we push forward. RCS&L will try to get as close as possible to the door. A ridge of ice most likely will form at the top of your drive. Shoveling from your door 36 inches or more does help alleviate this, and keeps damage to a minimum. **RCS&L does not offer salt or shoveling as a service.**

CARS/TRASH CONTAINERS IN DRIVE/TRASH DAY: Snowplowing around cars can be very difficult at best. RCS&L will try to plow as close as possible to cars and obstacles without jeopardizing the plow truck or your vehicle. Please try to leave car at top of drive and to one side to assist the driver. Please do not leave trash containers in driveway. Drivers don't have time to move them and will only try to plow around them, or be unable to plow your drive at all. If we've left the area, there will be an extra charge to return.

STUCK OR UNABLE TO GET IN OR OUT OF DRIVE: This would most likely happen during an afternoon plow. If you cannot get in, park near the end without blocking access to the drive. If possible, wait a while and call office only if you think we've missed you. RCS&L will plow and also help to get car in or out of the drive if needed, as soon as possible.

DAMAGE: Lawn and driveway damages done by RCS&L will be repaired at the end of the plowing season when we can get materials and people to do so. This is also dictated by weather, with ground having to be dry enough and temperatures warm enough for drive repair.

DRIVEWAY DAMAGE NOT COVERED: Poor or old pavement in disrepair, scratching and small gouges that can't be filled. Driveway & edges cracking due to poor foundation. Pipes in or touching the side of driveway. Obstacles in driveway that can't be marked and are higher than pavement. Landscaping or obstacles hidden by snow when customer has signed up after snow has fallen. We do not rake stone driveways back in place. Any problem area customer has not stated on the contract. Problem area RCS&L has stated on the contract as not covered. Small cuts and gouges do occur at times at the end of the driveway, especially with culverts. Invisible dog fence not marked by customer. Damage to paver- block or stampcrete & concrete driveways are not covered. Poor design of driveway not allowing truck to plow. RCS&L does not pay for sealing of driveways. RCS&L does repair the end of the driveway when the damage can be filled. We do not replace or pay for repairs of driveway. Damages to portable basketball poles and hoops left next to driveway are not covered.

LAWN REPAIR: Small damage may occur on lawn, usually due to law or local ordinances that require RCS&L to push the snow back into the yard. RCS&L will put topsoil and grass seed in at the end of the season, only as a courtesy. RCS&L does not replace grass with sod. RCS&L does not rake or remove small stone and debris that collects at bottom of yard and drive. **All above repairs on lawn and drive damage will only be performed for customers who are paid up to date.**

PAYMENT AND TERMS: Your signed contract with selected payment plan checked is required to begin service. ALL OVERDUE PAYMENTS OF 30 DAYS OR MORE WILL BE CHARGED A \$10.00 LATE FEE PLUS 2% PER MONTH. All payment, collection and/or legal fees will be the responsibility of the person who signed the contract. If additional equipment is needed for snow blowing/ removal due to excessive snowfall, additional charges will incur for all customers. RCS&L reserves the right to cancel for non-payment or an unworkable situation. All refunds are based on number of times plowed at the per time rate. **RCS&L reserves the final determination of all charges and refunds.**

SEASONAL PREPAID CONTRACT: Contract starts when amount due has been paid in accordance with the seasonal contract. Overdue balances of more than 30 days will be subject to a \$10.00 late fee plus interest. NOTE: ALL CUSTOMERS MAY REQUEST EXTRA PLOWING AND BE CHARGED THE PER TIME RATE FOR EACH OF THESE EXTRA PLOWS.

EXTRA CHARGES NOT COVERED BY SEASONAL CONTRACT: There was a legitimate reason not to plow due to following: Vehicles or trash containers blocking all/part of drive when we plowed and you call us back to plow again. You request to be plowed with less than 3 inches of snow in drive. Plowing that is outside of the contract dates.

PER TIME PAYING CONTRACT: All Per Time Contracts are billed the 1st of the month. Payment is due upon receipt of statement. An alternate payment plan may be arranged in advance. Overdue balances of more than 30 days may cause plowing to be suspended or canceled. Overdue balances of more than 30 days will be subject to a \$10.00 late fee plus interest. Alterations made to your bill without prior approval will not be accepted and may result in cancellation of your service. Two or more disputed plow dates may cause the contract to be terminated.

EXTRA CHARGES/ REASONS TO HAVE MORE THAN ONE CHARGE PER DAY PER TIME OPTION: Drive was plowed in morning and we plow again in the afternoon. Snow keeps accumulating while we plow and you have 3 inches again. Snow drifts back into driveway. Town plows drive back in after RCS&L has finished plowing and we have left the area. Cars/trash containers in the way and we have been called back to plow again or clean drive up. Note: at times a partial charge at the discretion of the driver for plowing less than a full driveway may occur.

KEEP THIS COPY FOR YOUR RECORDS, SIGN AND RETURN THE CONTRACT