

RANDY CRAMER SNOW & LAWN, INC.

(NEW LOCATION!) 3552 Route 31, Baldwinsville, NY 13027 * Phone 315-676-4442 * Fax 1-866-602-2945

(NEW WEBSITE & EMAIL ADDRESS!) Website www.plowguy.com * E-mail office@plowguy.com

CONTRACT & PROCEDURES SUMMARY FOR 2020-2021 SEASON: 11/10/20 – 4/10/21

PLOWING DETERMINATION & TIMING: The same procedures apply to all Seasonal AND Per Time contracts. Plowing begins when snow depth in driveways has reached 3+ inches, and can take several hours to complete. Plowing starts early morning and/or mid-afternoon (not evenings). Start times are determined according to weather and our *direct* observations in *each* neighborhood (not according to airport reports). While customers may indicate preferred plow times, RCS&L (“Company”) cannot guarantee we will always meet those times. Plowing of snow shoveled from walks/garage/rooftops or after a vehicle has been moved is not covered (accommodations for plowing at an additional charge can be arranged). Clearing snow from the town plow is included in your service. Plowing may occur at less than 3 inches (ice, wet, heavy snow creating deep ends, etc.). Company reserves the right of final determination for “go, no-go” and timing decisions. Company may temporarily pull trucks off roads during severe/dangerous weather, resuming once conditions become safe.

SNOW EVENT COMMUNICATION: Please visit the “Recent News” section of our website - www.plowguy.com – for latest updates on plowing timing and locations during snow events. For non-emergency concerns and regular correspondence, please call or email the office between the hours of 9am and 6pm. *Please only call outside of this time frame for urgent and emergency situations.*

STAKING OF DRIVEWAY AND HAZARDS: For customers signing up before November, Company tries to stake driveways during the 1st weekend in November. Customers signing up later will be staked as soon as we are able. We mark the edges of the driveway and any perceived hazards or areas that should be protected with wooden stakes. Please indicate any such areas of concern in the “Notes” section of the returned contract. Drives will not be marked without a signed and returned contract. If customer does not want stakes, Company is not required to plow right to the edges of the driveway, and customer accepts responsibility for any damage to lawn or property near driveway.

OBSTACLES WHEN PLOWING: We must be protective of our drivers’ equipment and your possessions when plowing. We will plow as close as SAFELY possible to vehicles, trash containers, basketball poles, gutters and downspouts without jeopardizing the plow truck or your property. Please try to keep driveway clear of any obstructions. If you must have vehicles in the driveway, park at the top and to give us room to plow. Please do not leave trash containers in driveway. Drivers are instructed not to exit their trucks to move trash containers, but rather to try to plow around them if possible. If we have left the area and you wish us to return to plow areas where trash containers or vehicles have been moved, there will be an extra charge to return.

ICE BUILD UP: While we try to control the buildup of ice and packed snow, most driveways must be back dragged from the top down. Plow trucks will try to get as close as SAFELY possible to garage doors, but a ridge of packed snow may occasionally form at the top of your drive. Shoveling the top 36 inches or so along the front of your garage doors helps alleviate this, and allows us to keep a safe distance from your garage to limit potential for damage. **NOTE:** **Company does not offer salt or shoveling as part of your service.**

LAWN DAMAGE & REPAIR: Some amount of lawn damage should be expected when pushing snow off driveway during the course of a winter. Shortly after end-of-season (*after April 10*) Company will rake soil back into place and repair lawn damage using topsoil and grass seed where needed. Company does not repair lawns with sod. **Lawn damage will only be repaired for customers who are paid up to date.**

DRIVEWAY DAMAGE: Please alert Company as soon as you become aware of damage to your driveway resulting from our plowing. IF OUR PLOWING CAUSED THE DAMAGE, we will make note of it so we can be more careful during the remainder of the season, then when the weather is sustainably warm and dry after the season ends (*usually by early June*) we will repair the damage. DRIVEWAY ISSUES THAT COMPANY IS NOT RESPONSIBLE FOR MAY INCLUDE THE FOLLOWING: Old pavement already in disrepair, surface scuffs and scratches, cracking due to poor/thin foundation, stones from stone driveways being disrupted/pushed into the lawn, etc. ALSO NOT COVERED: Damage to specialty drives and walks such as pavers, blocks, stampcrete, and concrete. Company does not pay for sealing of driveways.

PROPERTY DAMAGE: Please alert Company as soon as you become aware of damage to your property (garage door/frame, siding, mailbox, etc.) resulting from our plowing. IF OUR PLOWING CAUSED THE DAMAGE, we will make note of it so we can be more careful during the remainder of the season, and will repair the damage when we are able. DAMAGE COMPANY IS NOT RESPONSIBLE FOR MAY INCLUDE THE FOLLOWING: Pipes in or near driveway, obstacles in driveway that can’t be marked and/or are higher than pavement, landscaping overhanging driveway, landscaping already hidden by snow when customer signs up, portable basketball poles left next to driveway, landscaping borders (timbers, bricks, loose stone) directly in contact with driveway, problem areas/hazards customer did not state on the contract, and problem areas Company stated on the contract as not covered. **Company does not reimburse customers who pay outside companies for ANY of the above-mentioned repairs, unless expressly arranged with us.**

PAYMENT AND TERMS: Your signed contract with selected payment plan indicated is required to begin service. **CUSTOMERS WITH PAYMENTS PAST DUE BY 30 DAYS OR MORE WILL BE CHARGED A LATE FEE OF \$10.00 PLUS 2% OF OUTSTANDING BALANCE FOR EACH MONTH OVERDUE.** All collection and/or legal fees will be the responsibility of the person who signed the contract. Company reserves the right to cancel for non-payment or unworkable circumstances. Formula for refunds: Amount customer paid minus number of times plowed, charged at the Per Time rate. **Company reserves the final determination of all charges and refunds. RETURNED/BAD CHECK FEE: \$25.00**

SEASONAL PREPAID CONTRACT BILLING (“Season Option 1” & “Season Option 2”):

- Contract starts when amount due has been paid in accordance with the seasonal contract.
- Customers may request extra plowing and be charged the Per Time rate for each extra visit. Extra charges not covered by seasonal contract:
 - There was a legitimate reason not to plow due to obstacles blocking all/part of drive, and customer requested a special return visit.
 - Customer requested special plow with (knowingly or unknowingly) less than 3 inches of snow in drive.
 - Plowing outside of the contract dates (i.e., before November 10 and/or after April 10). Special plow can be arranged at Per Time rate.

PER TIME CONTRACT BILLING (“Season Option 3”):

- All Per Time invoices are mailed the 1st week of each month. Payment is due upon receipt of statement (can be made in advance).
- **Alterations to or underpayment of 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 FOR MORE THAN ONE CHARGE PER SNOW EVENT:
 - Driveway was plowed in the morning and plowed again in the afternoon (more than 3 inches of accumulation multiple times in one day).
 - Additional snow was blown/drifted or plowed back into driveway by town plow well after we left the area, requiring a return visit.
 - Vehicles/trash containers/obstructions were in the way and Company was called back to plow again or clean driveway up.
 - Note: At times a partial charge may be assessed (at the discretion of the driver) for plowing less than a full driveway.

PLEASE RETAIN THIS SHEET FOR YOUR RECORDS, AND SIGN/RETURN THE CONTRACT