



## Snow and Lawn Maintenance Contract between Owner and Contractor

\_\_\_\_\_(insert contractor name)\_\_\_\_\_ (the "Contractor") and  
\_\_\_\_\_(insert owner name)\_\_\_\_\_ (the "Owner") by this  
Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ agree as follows:

1. In consideration of the payments described in Schedule "A" attached hereto, the Contractor shall perform the work (the "Work") described in Schedule "A", at the lands and premises municipally known as \_\_\_\_\_(insert address here)\_\_\_\_\_ (the "Premises") during the period commencing the first day of \_\_\_\_\_ (insert start date)\_\_\_\_\_ and ending the last day of \_\_\_\_\_(insert end date)\_\_\_\_. Schedules "A" is to be read into and form part of this Agreement.

2. The Contractor shall be responsible for and shall restore at its expense all damage to the property of the Owner caused by the Contractor in the performance of the Work which damage was not reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. The Owner acknowledges that some damage to the property of the Owner is reasonably foreseeable as a consequence 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.

3. 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

4. The Owner expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises. If the Contractor is delayed in the performance of any portion of the Work by the application of a by-law, by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lock outs, fire, or by any other circumstance reasonably beyond the Contractor's control, including extremely heavy winter conditions, then the time for the performance of that portion of the Work shall be extended until the Contractor is no longer so delayed. If during any particular attendance the Contractor is unable to perform the Work in an area of the Premises due to the presence of any vehicles, structures or equipment on the Premises, the Contractor will not be required to perform the Work in those areas until the Contractor's next attendance at the Premises.

5. 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 so terminates the Agreement, the Contractor shall be entitled to be paid for the value of all Work performed to the date of the termination.

6. Notices under this Agreement must be in writing and must be delivered in person or sent by fax or registered mail

to the Owner at \_\_\_\_\_ (insert property owner address here) \_\_\_\_\_

or to the Contractor at \_\_\_\_\_ (Insert contractor's address here) \_\_\_\_\_.

A notice will be considered to have been given or made on the day that it is delivered, or, if mailed, five (5) business days after the date of mailing. Either party may give notice to the other of a change in the



address set out above and if such notice is given the address specified in that notice will then apply for the purposes of giving notices under this Agreement.

**[CONTRACTOR]:** Date: \_\_\_\_\_

*[insert full name of Contractor]*

Per: \_\_\_\_\_

\_\_\_\_\_

**[OWNER]:** Date: \_\_\_\_\_

*[insert full name of Owner]*

Per: \_\_\_\_\_

\_\_\_\_\_

### Schedule A

The contractor shall be responsible for all snow and ice removal from the property. Snow removal shall be done at the contractor’s discretion if less than 10cm of snow is on the ground. However, snow removal must commence once a minimum of 10cm of snow has accumulated. The contractor must begin snow removal no later than 8 hours after 10cm snowfall has accumulated. Ice must be removed from the property to the best of their ability and meeting a reasonable standard of care and the contractor is responsible for ensuring that it is reasonably safe for all to walk on the property and a cleared path, ice free, be maintained from the entrance and exits of the building for all concerned including tenants, mail delivery, etc.

Lawn care and maintenance is the contractor’s responsibility. This includes but is not limited to meeting City of Thunder Bay by-law requirements for grass cutting and maintenance of yard and lawn space. No trash, debris or other unsightly items shall be on the lawn/yard and it is the contractor’s responsibility to remove and dispose of any such items.

The supply of equipment, supplies and machinery is the responsibility of the contractor (e.g. snow shovel, lawn mower) however the contractor and owner may negotiate separately for the loan or provision of materials.



#### 4. Payment

4.1 In consideration of the performance of the *Work* the Owner will pay the Contractor the price of \$\_\_\_\_(insert amount being paid here)\_\_\_\_\_ Canadian dollars by way of \_\_\_\_ (insert how often contractor will be paid here)\_\_\_ monthly payments

4.2 Should the Owner default in any payment of a monthly installment of the *Work* the Contractor may give Notice of said default to the Owner and should said default remain uncorrected for a period of (5) five days thereafter, the Contractor without further notice to the Owner may stop work under this Agreement such that all of the Contractor's obligations hereunder will be suspended without limitation, the Owner will have the sole responsibility to engage a reasonable and effective system to monitor and manage the condition of the Premises, the Contractor will not be responsible for any damages or claims whatsoever relating to or caused in whole or in part by the failure to perform services to the Premises and the Owner will indemnify and safe harmless the Contractor and its agents and employees from and against any such claims.

**[CONTRACTOR]:**

Date: \_\_\_\_\_

**[OWNER]:**

Date: \_\_\_\_\_