

# ESSENCE PROPERTY MANAGEMENT

## SERVICE RATES AND TERMS OF SERVICE

These Terms of Service provide a guideline and information about the services we offer, and the conditions in which we provide them, and any obligations we require from you in order to provide the Services. These terms help us perform the Services, in an efficient and safe manner. These Service Guidelines may change, without notice, at our discretion, and you should check these guidelines regularly for updates. All changes will be effective immediately upon publication on our Website.

### **Snow Removal Service**

1. ***Snowfall.*** For the purposes of these Terms, a Snowfall officially begins when 1.5 cm or more has accumulated on the property unless otherwise specified in your package, continues while snow accumulates upon the property, and ends only when the accumulation of snow has ceased for a period of 3 hours. A ***Weather Event***, which differs from a Snowfall, includes any occurrence of the following weather conditions: Snow accumulation under the snowfall trigger level, sleet, freezing rain, flash freezing, or any combination. Where the client and Chisel Point Group of Companies, Inc., or its Independent Service Providers cannot agree on whether or not the instance constitutes a Snowfall or a Nuisance Event has occurred the records, warnings, and forecasts of Environment Canada for the location nearest the premises will be utilized to determine classification. **We will not dispatch crews for snow accumulation that is less than your package trigger unless under special circumstance. If service is required for less than the trigger for snow accumulation, a single-sweep service fee of \$45.00 will be charged to the monthly bill, unless otherwise specified.**

2. ***Ice and Packed Snow control.*** Ice control involving the application of salt, sand or ice melt (ice control product) is included in limited packages, but can be included in the service upon request and included in the order at the time of purchase. Ice and Snow Pack control involving hard packed snow on driveways or accumulated ice build-up are not included in any package, but can be included in the service upon request and/or included in the order at the time of purchase, and subject to additional charges. If ice control is not ordered by the client alone or as part of our service, Chisel Point Group of Companies, Inc., will not provide this service. In such cases Chisel Point Group of Companies, Inc., cannot be held responsible for injury or death as a result of the premises being icy and slippery. **We will not and cannot guarantee** services that result in completely bare pavement surfaces, as some residual snow or ice may remain depending on pavement type and weather conditions, and services ordered.

3. ***Vehicle and other obstructions.*** It is the client's responsibility to remove car(s) and other obstructions from the driveway as soon as possible after order service or in the case of monthly contracts following a Snowfall event. Chisel Point Group of Companies, Inc., requires full access to the client's driveway for proper finishing. If the Client fails to remove vehicles or obstructions, a gap of up to 18 inches around the vehicle or obstruction will be left to avoid damage. If a vehicle is completely blocking any areas required for snow removal, we will only be responsible to clear the open portion of the corresponding areas. We will not assume any liability for damage or public injury for any portion of the service which cannot be completed due to any uncontrollable delay as listed here. If the client later requests supplementary snow removal as a result, additional charges will apply. If the client fails to remove Vehicles or Obstructions in a manner that prevents service from being completed, the client agrees that he or she is responsible for full payment of the service as if it was delivered and that Chisel Point Group of Companies, Inc., cannot be held legally liable for any fines incurred by the client due to not clearing the of snow from the property.

4. ***Municipally created snow piles.*** Snow removal services do not include the clearing, removal, disposal, relocation, management, or monitoring of any snowbanks or piles created by the City of Edmonton on the premises. Clearing, removal, disposal, relocation, management, or monitoring of

snowbanks or piles created by municipal snow plowing operations in, on, or near the premises may be requested by client for an additional fee as determined by Chisel Point Group of Companies, Inc.

**5. *Snow Drifts.*** Are accumulations on the clearing surface that occur as a result of wind blowing piled snow back onto the area, rather than a fresh snowfall. Services do not include the clearing or monitoring of any snowbanks or piles created on the premises unless otherwise specified. This service cannot be included as an “add on” to our regular snow removal services.

**6. *Service time.*** Chisel Point Group of Companies, Inc., aims to provide snow removal service within the mandated City of Edmonton 48 hour Bylaw requirement. This is defined as follows: For Monthly services, removal services begin within 24-hours *after* the Snowfall ends, in accordance with your package. Stormwatch services begin immediately upon completion of the snowfall ending. For Single Shot Users, the 36-hour period takes effect from the time of order, where Chisel Point Group of Companies, Inc., reserves the right to refuse service if unable to meet the demand. For all Service Packages, service may be delayed if a Snowfall Events occur on or prior to statutory holidays, with Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day being notable delays. In the event of snowfall on these days, snow removal will commence December 26 and January 2.

**7. *Extreme weather conditions.*** In the event of a Snowfall accumulation exceeding 10 cm during any single Snowfall, or in the event of weather conditions considered “extreme”, which would include windchill factors of greater than -25\* C, blizzard conditions, or extreme freezing rain/sleet/flash freezing events, Chisel Point Group of Companies, Inc., will perform services as quickly as possible, with priority going to our elderly and disabled customers. All deadlines or performance guarantees will be waived. Chisel Point Group of Companies, Inc., monitors widespread weather conditions and act in accordance with the Standards and Customs of the snow maintenance industry to perform the service as quickly and safely as possible, while at the same time taking the safety and security of our snow removal teams in very high account. We will not risk the safety of our snow removal teams during extreme weather conditions as defined above, and do not assume any liability for damage or public injury for any portion of the service which cannot be completed due to any uncontrollable delay as listed above.

**8. *Unsafe conditions.*** Notwithstanding any of the Chisel Point Group of Companies, Inc., obligations as per the Terms, the client must at all times monitor for and notify Chisel Point Group of Companies, Inc., of localized adverse, unsafe, dangerous, impassable, slippery, melt, refreeze, or icy conditions arising at the property. The client agrees not to hold Chisel Point Group of Companies, Inc., as legally liable for and against any damages, claims or losses arising out of the client's failure to monitor the conditions of the premises or failure to alert Chisel Point Group of Companies, Inc., of the need for extra service in a timely manner. In clarifying, the type of Nuisance Event in any particular circumstance, Chisel Point Group of Companies, Inc., and its Providers will monitor the public warnings and forecasts of Environment Canada for the location nearest the property and shall apply the meteorological Standards and Customs of the snow maintenance industry. Chisel Point Group of Companies, Inc., reserves the right to delay services (without penalty) and the client understands that Chisel Point Group of Companies, Inc., cannot be held responsible for delays or damages as a result of; natural or manmade disasters, severe or unserviceable weather conditions, health risks, or any other influences beyond our immediate control. Service will not be provided during driving bans.

**9. *Damage.*** While Chisel Point Group of Companies, Inc., commit to take extreme diligence and precautions to preserve and protect the client's landscape and property, the client agrees that Chisel Point Group of Companies, Inc., may not legally be held liable for damages caused by any of the following: General debris, loose paving materials, gravel or ice being struck, lifted and displaced by snow removal equipment. Protrusions or any object hidden by snow accumulation being struck by snow removal equipment including but not limited to raised beds, plant material, interlock pavers, curbing, fencing, fixtures, lawn ornaments, retaining walls, extension cord, etc. Any damage from snow

clearing equipment coming in contact with interlock, flagstone, cobblestone or any other type of alternative paving surface.

10. **Call back.** if the customer deems any portion of the work to be incomplete or inadequate, Chisel Point Group of Companies, Inc., return to the property within twenty-four (24) hours of notice given by the customer to complete the work. However, if deemed that the work complete to the terms of the contract, the customer will be charged a single-sweep service fee of \$45.00 in addition to the monthly fees, per occurrence. **It is the responsibility of the customer to ensure access to the property at all times as required, throughout the entire duration of this contract. Failure to maintain access, and calling for return service due to failure to maintain access, will be billed at the Call Back Service rate.**

11. **Cancellation.** All Single Shot orders can be cancelled without penalty within 4 hours after the order is placed, as defined by the time of confirmation, unless a snow removal team is already on site or has completed the requested work. All cancellations may be requested by phoning the Chisel Point Group of Companies, Inc., primary contact line, or texting the cancellation notice to the same. Cancellation requests will not be accepted on site. For Monthly Snow Removal orders, orders for the subsequent or later months may be cancelled at least 48 hours prior to the start of the month. For example, a Monthly Snow Removal order for November shall be requested no later than 12:00 AM MST. on October 30. All cancellation requests made on the same day as service may be subjected to up to a full visit amount as quoted. All cancellation requests made without appropriate notice as listed above will be billed for a full month's service fee.

12. **Surcharges.** Possible Surcharges would include excessive snowfall and/or winter conditions, ice monitoring and control (including removal), and packed snow removal. For all service packages except Stormwatch Premium, please be advised that prices will vary during extreme weather conditions based on, but not limited to, what would be deemed "reasonable service levels" in which after the first 7 inches (17.5 cm) of freshly accumulated snow, each additional 5 inches (10 cm) or portion thereof of snow will add an additional charge of \$45.00 to the job's base rate. The measurement done on site by the Chisel Point Group of Companies, Inc., or the records, warnings, and forecasts of Environment Canada for the location nearest the premises will be utilized to determine whether these charges will apply. Chisel Point Group of Companies, Inc., uses a pet-and-landscape-friendly ice melt on all surfaces, where applicable. If a customer requests a specific brand of ice melt to be used, an additional surcharge equal to the purchase cost of that brand will be billed to the customer. Ice and Hard Pack removal is priced at \$50 per hour and is only performed at the request of the client.

13. **Driving Fee.** If a Chisel Point Group of Companies, Inc., snow team arrives at your property and finds there is no work to be done, a minimum callout fee of \$40.00 is applied to all Single Shot orders. This fee does not apply to Monthly orders.

14. **Payment Terms.** All monthly service fees are payable on or before the **15th** day of the service month. Chisel Point Group of Companies, Inc., believe that this is fair, as it ensures all payment are received on-time to pay our staff promptly for the services being provided. Late payments shall be assessed a penalty of 0.5% per day, compounded daily, and if late penalty is applied, services shall be suspended until full payment including penalty fees has been paid in full.

### **Residential Snow Removal Service**

All prices below are based on an average lot size, which may differ from your property. These are base pricing for snow removal services in the Edmonton area. For more accurate pricing to your property, please contact us for a free estimate.

PROPERTY TYPE	SINGLE	STANDARD	PREMIUM	STORMWATCH
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No Driveway, Standard Property	\$48.00	\$150.00	\$180.00	\$240.00
No Driveway, Corner Lot	\$63.00	\$185.00	\$210.00	\$280.00
Attached Garage, 2 Car Standard	\$63.00	\$185.00	\$220.00	\$320.00
Attached Garage, 2 Car Corner	\$75.00	\$220.00	\$260.00	\$360.00
Detached Garage, 2 Car Standard	\$75.00	\$220.00	\$260.00	\$360.00
Detached Garage, 2 Car Corner	\$88.00	\$255.00	\$300.00	\$400.00
<b>Add-ons</b>				
Ice Melter	\$5.00/visit	INCLUDED		
Snow Pack Melter	\$5.00/visit	\$15.00/month	INCLUDED	
Driveway Sanding	\$10.00/visit	\$30.00/month	INCLUDED	
Rain/Sleet/Flash	\$15.00/visit	\$45.00/month		INCLUDED
Blown Snow	\$15.00/visit	\$45.00/month		INCLUDED
Ice/Hard Pack Chipping/Removal	\$50.00 per hour labour charge, 1 hour minimum			
Snow Under 1cm		\$45.00/visit	INCLUDED	
Pre-term Snow		Single Shot Service Fee Applies		
Oversized Driveways/Carport	\$5.00/additional space	\$15.00/month for each additional space		
Deck/Patio	\$25.00 per service visit			
Additional Walkways	\$5.00/walkway	\$15.00/walkway per month		
Gravel Driveways	\$10.00/visit	\$30.00/month		

Standard average size lot includes city walkway, driveway (where applicable), main front walkway, front steps. For detached garage properties, service also includes walkway from rear or side access door to garage door, plus garbage bin area, and rear steps. Additional walkways would include walkway from front of house to side of house, from garage door to garbage bin area, walkways to sheds, etc.

***SENIORS RECEIVE A 15% DISCOUNT ON ALL RESIDENTIAL SNOW REMOVAL SERVICES!***

**Single Shot:** Snow removal crews are dispatched "per call", where you want, when you want, and the snow clearing will be completed within 36 hours. This service include snow clearing of walkways and driveways only. Service availability may be unavailable during major snowfall events.

**Unlimited Standard:** Snow removal crews are dispatched every time a snowfall exceeds 1.5 cm, within 24 hours of the snowfall ending, and completed within the city mandated 48 hour snow removal period. This service includes snow clearing of walkways and driveways, ice melter application, and snowfall return visits once per 48 hour period for continuous snowfall events.

**Unlimited Premium:** Snow removal crews are dispatched every time a snowfall exceeds 1 cm, within 24 hours of the snowfall ending, and completed within 36 hours. This service includes snow clearing of walkways and driveways, ice

and snow pack melter application, and sand application of driveways, as well as snowfall return visits once per 24 hour period for continuous snowfall events.

**Stormwatch Premium:** Snow removal crews are dispatched every snow event, no matter how little or how much, at snowfall ending, and completed within 6 hours. This service includes snow clearing of walkways and driveways, ice and snow pack melter application, and sand application of driveways, as well as snowfall return visits once per 24 hour period for continuous snowfall events, Ice melt applications following sleet, freezing rain, or flash freezing, and visits to property within 48 hours of any significant wind event to remove wind-blown snow accumulation.

### Commercial Snow Removal Service

All prices below are “**BASE CHARGE**”, and may differ from your specific property. For more accurate pricing to your property, please contact us for a free estimate.

PROPERTY TYPE	SINGLE	STANDARD	PREMIUM	STORMWATCH
City Walkways, Tenant Walkway, Emergency Exits, Standard Lot	Starting at \$190.00	Starting at \$550.00	Starting at \$600.00	Starting at \$685.00
City Walkways, Tenant Walkway, Emergency Exits, Corner Lot	Starting at \$230.00	Starting at \$600.00	Starting at \$650.00	Starting at \$735.00
Parking Lot, Max 2 Entrances, Standard Lot	Starting at \$255.00	Starting at 19¢ per square foot monthly	Starting at 17¢ per square foot monthly	Starting at 26¢ per square foot monthly
Parking Lot, More Than 2 Entrances or Corner Lot	Starting at \$295.00	Starting at 21¢ per square foot monthly	Starting at 19¢ per square foot monthly	Starting at 28¢ per square foot monthly
<b>Add-ons</b>				
Walkway Sanding		\$30.00/visit		\$20.00/visit
Rain/Sleet/Flash		\$95.00/visit		INCLUDED
Blown Snow		\$55.00/visit		INCLUDED
Ice/Hard Pack Chipping/Removal		\$50.00 per hour labour charge, 2 hour minimum		
Pre-term Snow	Not Available	Single Shot Service Fee Applies		
Deck, Patio, Extended Recreation Areas	\$75.00/ visit	Regular walkway charges plus \$90.00/ month		
Gravel Driveways	Not Available	Regular lot charges plus \$80.00/month		
Additional Walkways or Stairwells		Quoted in-person		

Standard commercial snow removal service includes city walkway, tenant walks, and emergency exits, and includes ice melter and pack snow melter as required.

For lot service, all prices include scraping service and lot sanding with every scrape. For monthly packages, “single service” lot scraping is also available, but may be limited availability during major snowfall events. Lot clearing services trigger after 4 inches of snowfall, except Stormwatch Premium,

which triggers at 1 inch of snowfall.

Additional walkways would include areas such as in-lot walkways, walkways around garbage bins, or any walkway that would not be considered “retail shopping access”, city walkway, or emergency entrances. These also include stairwells and loading dock areas.

For standard non-lot services, standard Terms of Service and Residential Snowfall Terms apply.