

# Adam Dreher Contracting

## PLOWING POLICY AGREEMENT

Please read the following carefully. By agreeing to receive snow removal services from Adam Dreher Contracting (“ADC”), you are agreeing to be bound by the terms and conditions of this Plowing Policy Agreement.

### **Services Provided:**

ADC provides snow removal services to both residential and commercial customers. Though ADC values all of its customers, commercial properties will be cleared of snow before residential properties. This is due to the increased safety risk to patrons of commercial properties posed by snow build up.

As each storm presents a unique challenge residential properties will be addressed in the order ADC determines to be best, at that time based on the circumstances of that snow event. This order can and will vary from snow event to snow event. By allowing ADC to change the order of snow removal, ADC is able to provide faster and more efficient snow removal.

Snow removal services are provided on a seasonal basis. However, both ADC and the customer may terminate service at any time and for any reason without penalty. ADC believes in only charging for services rendered; because of this we do not charge a seasonal rate.

### **Plowing:**

ADC’s basic service package covers snow removal through plowing at a basic rate of \$45.00 per service. ADC does not provide snow shoveling services. As some driveways may have multiple entrances or pose more complex plowing problems they will be assessed an individual rate. In order to provide our customers with carefree snow removal services, plowing services shall automatically occur after each snow event without any request from the customer. Unless otherwise specifically indicated in this policy each driveway will be plowed after each snow event. Customers may not opt out of or skip a service.

A “snow event” occurs in the following circumstances:

- Snow Accumulations of two (2) inches or more.
- Snow Accumulations of one (1) inch or more on paved driveways.

# Adam Dreher Contracting

- **NOTE**-Warming conditions or other environmental factors such as rain or ground which is not frozen, will increase the minimum snow accumulation thresholds of a snow event. If such circumstances occur ADC will, at its sole discretion, decide that a snow event has or has not occurred.

If a snow event results in seven (7) inches of accumulation or more each driveway may require a second service in order to keep the driveway clear. In extreme snow events or lingering storms it may become necessary for additional services. Each service is separately billable.

ADC, as a courtesy to our customers when time and conditions permit, may clear the end of driveways which state and local snow plows have blocked. This often occurs during more severe snow events. There will be no additional charge for such service.

## **Salting:**

In addition to plowing a customer may request on a seasonal or one time basis, ADC's salting service. Salting service is application of a salt and sand mixture to the driveway surface in order to increase traction for vehicles and reduce ice accumulation. This additional service must be requested by the customer and will be billed based on the surface area of the driveway and snow and ice accumulation.

**Special Circumstances** under which a customer may be required to add salting to their basic snow plowing account.

-If ADC determines that a customer's driveway presents a safety risk due to a slope.

If ADC determines that a slope poses such a risk ADC will require salting at the expense of the customer.

-If ADC determines that a customer's driveway presents a safety risk due to severe icing requiring additional traction. Severe Icing may at times pose an uncommon risk, for example during ice storms. ADC will contact the customer to request a one-time authorization for salting. If the customer fails to respond or refuses to authorize salting ADC retains the right to refuse to service the driveway while such conditions persist.

# Adam Dreher Contracting

## **Communication Policy:**

ADC operates on a 24 hour basis, often from the front seat of a service vehicle. Due to safety concerns related to operation of a vehicle while using a mobile phone, ADC primarily communicates via email or text message when it is able to safely do so. Therefore, customers are required to provide an email address or phone number which can send and receive text messages at the time they request service. ADC may from time to time communicate by phone.

## **Liability:**

Customers assume all liability for damage caused by plowing or salting. By accepting service from ADC each customer expressly releases and waives any claim of liability arising from ADC snow removal services. Such damage may include but is not limited to: gravel/sod being pushed up; tire depressions in lawns; scrape marks on pavement; damage to plants; damage to pavement; or curb stops moved or bent. The customer further agrees to indemnify ADC of any damages arising from damage to third party property if such damage occurs on the customer's property.

In the event that a dispute over whether or not a snow event has occurred, the customer hereby agrees that they are liable for the services rendered. If a customer does not wish to continue service after such a disagreement they may at their discretion terminate service without penalty.

## **Safety:**

ADC is committed to providing excellent service in the safest way possible. We pride ourselves on our outstanding safety record and will require customers to do the following in order to ensure the continued safety of ADC customers and employees.

Customers are responsible for removing all items from the driveway. Snow and ice may obscure an object in the driveway creating a risk for damage or injury.

# Adam Dreher Contracting

Customers are responsible for removing vehicles from the driveway. ADC will make a good faith effort to plow around vehicles or other obstacles when it can do so safely. However, if it cannot plow around a vehicle or obstacle safely the customer may request a second service at an additional expense of \$35.00.

Customers must remove any “driveway markers” or other such devices along the edges of the driveway as these pose a risk to both the driver and the equipment and may restrict the ability of ADC to fully clear the driveway.

Customers are also responsible for the removal of any trees or branches which may interfere with plowing. Heavy and wet snow can cause tree branches to be weighted down creating an obstacle for ADC drivers. Low hanging branches present a safety risk to both the driver and the vehicle. ADC is happy to offer removal services for such obstacles, if you are interested please contact ADC to make an appointment.

ADC operates on a 24 hour basis during hazardous road condition in order to serve our customers. This allows our drivers to clear snow during the evening and night hours when reduced vehicle traffic makes plowing safer and more efficient. However, for the safety of our drivers we will not operate when snowfall rates exceed one (1) inch per hour.

## **Billing:**

ADC strives to provide its customers with options to fit their particular needs. Billing shall be completed on a per month basis. Customers may choose one of the following payment options:

1. Card on file- link their account to a credit/debit card or E-check which will be billed automatically at the time of the monthly statement;
2. Pay by phone-customers may make a payment by phone; or
3. Pay by check- customers may pay by mailing a physical check.

All payments are due by the tenth day of the month in which they are billed. If the account is not paid in full by the fifteenth day of the month it shall be considered past due and subject to a \$35.00 late payment fee. Accounts which become 30 days past due will be subject to suspension of service and may, at the discretion of ADC, be required to pay-per-service.

# Adam Dreher Contracting

If a customer's card on file is declined they will be notified immediately and given the opportunity to correct the issue. If the same customer has two incidents in which the card on file is declined they will be required to pay per service.

Pay-per-service means that prior to a customer's driveway being serviced their card will be charged by way of a mobile charging station. If the card is declined no service will be rendered.

Adam Dreher Contracting

Customer

By: \_\_\_\_\_  
Adam Dreher

\_\_\_\_\_  
Print full name

Date \_\_\_\_\_

\_\_\_\_\_  
Sign

Date \_\_\_\_\_