

RAC Snow Tractor-Blower Service Agreement

I. Service Description

1. RAC will use a tractor (or skidloader, toolcat) with a metal blade snow blower attachment to clear snow from driveways for most snowfalls where total snow accumulation that sticks on pavement is at least **one inch (1")** or greater.
 - a. Other equipment may be used in the event of break downs or unexpected situations in order to still meet service parameters.
2. Term - The snow removal season runs from November 1st – April 30th, 24/7, which is six full months of service for one flat price.

II. Pricing

1. Signups are open in the Spring of each year. And close by Oct 21st or when all tractor routes are full. If all routes are full, customers may join the waiting list.
2. A signed contract and payment in full (or down payment for installment plans) are required for every driveway we service for enrollment to be finalized.
3. Pricing for shared driveways is per street address.
4. Homes with more than one driveway can pick one driveway to be serviced or pay separately for each driveway.
5. Standard pricing is for a standard driveway, if your driveway is unique in shape, slope, long, or poses unique challenges, we can provide a customized quote if the driveway is "serviceable."

III. Serviceable Driveways

1. RAC Snow services residential properties in Columbia Heights, Saint Anthony Village, and New Brighton. (Please see our website for a map of our current service area).
2. Our tractors are generally safe for use on asphalt and concrete driveways. We do not service pavers, gravel, dirt, grassy areas nor stamped concrete.
3. We do not service alley driveways, driveways on very busy streets, nor driveways narrower than 9' feet wide.
4. Steep/sloped driveways pose a unique challenge for our tractors and may not be a good fit for the service, especially if they are steep at the approach we may not be able to get our equipment in them.
 - a. In the rare event that a driveway is found to be too steep to render service we may look into service with an alternative piece of equipment or offer a full refund.
5. All branches that hang over driveways must be trimmed to at least 10 feet high to allow clearance of our tractors. Other obstructions such as flags, hanging lights, basketball hoops, sports nets, and trellis that hang over the driveway should be removed prior to Nov 1st.

IV. Service Guidelines

1. This is a driveway snow removal service only; we do not currently offer shoveling of any kind.
2. This service is designed to clear the bulk of the snow from your driveway quickly and efficiently, blowing the snow into the front and/or side yard.
3. Our tractors will do most of the work for you, but not all. Those signing up for this service understand that they still may need to do some shoveling if they desire a very clean, manicured look. You may still desire to shovel in front of the garage door(s) and around parked cars in the driveway.

4. How clean our snow blowers can scrape a driveway depends on many factors, including but not limited to driveway shape, slope, crown, grade, condition, type and timing of snow, sun exposure, air temp, pavement temp and humidity. Because none of these factors are within our control, we cannot guarantee that every driveway will look exactly the same at the end of each service. Some driveways scrape clean to the pavement every time, while others maintain a small coating of snow.
5. Our operators will do the best they can to get as close to the garage as is safe (usually about two feet).
6. We will clear **Bump-Outs** to the best of our ability. Due to the size of our tractors and their inability to execute sharp turns, there may be snow remaining in the corners.
7. **Tuck-Behind Garages** can be challenging for our tractors to navigate. Depending on your property, we may only be able to clear a path from the garage to the street. Sides or corners near the house may have snow left in them that we are unable to get.
8. Different tractor operators have different levels of comfort and ability when getting close to garages, landscaping features, etc. Within a snow removal season, we strive to have the same operator running the same route except in the case of illness or vacation, but there may be changes in operators from season to season.
9. While we do our best to clear in front of mailboxes as a courtesy to our customers, we are not responsible for mailbox clearing and will not do service calls for mailboxes that have been plowed in.

V. Timing & Routing

RAC Snow strives to ensure that the bulk of the snow will be removed by 8:00 am from your driveway. Start times may vary depending on the severity and timing of the snow storm. Typical Operations Procedure is outlined here below:

1. For snowfalls **over 3"** we will start our standard procedure:
Our standard route procedure is to begin servicing driveways around 3:00 am to ensure clear driveways by 8:00 am. If the city plows have not gone by, we will then wait to clear city plow ridges. If they have gone by the Operator will double back and run through the route again clearing the plow ridge (that heavy snow that everyone hates) left at the end of the driveway by the city plows.
When clearing ridges the operator will also clear any previously obstructed areas of the driveway that are now unobstructed. For example, a parked car that has now moved.
2. For snowfalls **under 3"** we may wait until snowfall has stopped or is close to stopping to start routes.
3. For large snow storms that are **6"+ plus**, or last multiple days we may clear snow multiple times as needed to stay on top of accumulation and ensure driveways are passable.

RAC Snow strives to ensure that the bulk of the snow will be removed by 8:00 am from your driveway. However, under some circumstances not all of the snow may be removed by 8:00am from your driveway.

1. For example: If a snow storm starts at Midnight and the minimum trigger of 1" of accumulation is reached at 2:00am. We dispatch tractors to start routes at 3:00am. Say we clear your driveway at 5:00am, the snowfall continues through the morning ending around 10:00 am. More snowfall will accumulate on your driveway from when we initially cleared it at 5:00 am until 8:00am. In this scenario we will return at the end of the storm to clear driveways again.

2. In the ideal snowstorm, all snow would be done falling between 9 pm to Midnight and we would have plenty of time to clear your driveway overnight. Not all snow storms will cooperate with us throughout a given season. Our aim is to make the right decision for the conditions we encounter, we will make all determinations about which snowfalls to plow and when to begin plow routes based on the best available information at any given moment.
3. RAC reserves the right to make calculated, context-dependent decisions on when/if to plow in unusual circumstances. For example, if we get 1.5 inches of snow when it will be 50 degrees the next day, we may opt not to run routes. Or if we're expecting a deluge of snow soon after a small, one-inch event, we may opt not to promptly plow the first inch and address it with the follow-up plow of the large snow event.

Returning customers cannot expect that their driveway will be cleared at the same time this year as it was in previous years, as routes are subject to change from year to year based on volume of signups in any given part of our service area. Our routes are generated in such a way that ensures we are able to service all customers as efficiently as possible. We are unable to grant requests for priority service.

VI. Communication

We will always communicate our plan to customers who *opt-in* to Dispatch Notifications via email and/or text, so you know what to expect. We may notify you about:

- When the minimum trigger amount is reached and routes are being dispatched.
- Routing plans for the storm/snow event.
- Other relevant information related to service

VII. City Plow Ridges - Snow banks blocking the end of your driveway.

1. RAC clears the ridges left at the mouth (end) of the driveway after the city plows clear the street.
2. If the city has cleared streets before we arrive, RAC will clear the driveway and ridges in the same visit and will not return.
3. If the city has not yet plowed streets when we come to clear the driveway, RAC will return to clear the ridges once the city has completed their plow routes. In the event that return service is necessary, ridges will be cleared after RAC's initial route has been completed. Because of this, there may be a significant wait for ridge clearing. (For Example: RAC clears your driveway at 4 a.m. The city plows the street at 9 a.m. the RAC runs the route again to clear the ridge at 1 p.m.)

VII. Stakes

1. We will mark the boundaries of your driveway with snow stakes prior to the start of service to ensure your driveway is visible and we can do our best to avoid causing damage to lawn. Stakes will be hollow poly with a reflective band at the top, this helps us see them at night in low light conditions. Fiberglass stakes may also be used. These driveway boundary marking stakes may include up to a 4" wide by 48" tall end of driveway marker that includes our name and branding placed at the end or mouth of the driveway.
2. Do not remove, move, or physically modify the stakes in any way. These stakes are a necessary part of our service and ensure our operators can pick out your property from all the others at a glance. They also help us locate the edges of your driveway in deep snow.

3. Please be very careful not to drive over the stakes and instruct visitors to exercise caution as well.
4. You are welcome to add more stakes in addition to the stakes we put in; however, please do not use metal stakes, as these are hazardous for use with our blowers. RAC is not responsible for replacing homeowner-installed stakes that are damaged or lost over the course of snow removal operations.
5. These stakes are a visual guide, operators may not clear right up to the edge of the boundary.
6. Sometimes over the course of the winter, stakes are run over, blown over, etc. If you are unable to replace the stakes in the ground and you think this may be a barrier to service, please contact our office. Once the ground is frozen, it is unlikely we will be able to get stakes back into the ground.
7. We will collect our stakes at the end of the snow removal season, typically in April-May.

VIII. Driveway Damage

1. RAC is not responsible for scrapes, scratches, and/or rust marks left on driveways from equipment. Or further deterioration of already crumbling and/or cracking driveways. These are considered normal wear and tear.
2. RAC is not responsible for damage to downspouts, landscaping lights, planters, hoses, lawn ornaments, dog leashes, chains, children's toys, newspapers, extension cords, or electric car charging chords. etc. Please remove as many of these items as possible prior to November 1st.
3. While our goal is to never cause any damage, sometimes low visibility and icy conditions with low traction can cause problems. If we are aware of the damage we will be in touch with you as soon as possible after the storm. If we were not aware of damages and you noticed something, please report any property damage (garage, garage doors, gutters, house, fascia, soffits, etc.) within 48 hours of the snow removal event. You can email us at racpropertyservices@gmail.com. If we find that our equipment was responsible for property damage, RAC is fully insured and will work with homeowners to bid out the repairs and have them completed. Homeowners are not to hire a repair service and send us the bill without our prior written agreement.

IX. Customer Responsibilities

1. Customers are responsible for watching the forecast and staying informed about potential snow events to ensure they are able to prepare their driveway/property to be serviced.
2. RAC will attempt to clear all driveways but will abort attempts on driveways that are too icy to be cleared safely.
3. Customers are responsible for keeping their driveways clear of clutter/items, such as hoses, downspouts, dog chains, extension cords, planters, newspapers, basketball hoops (or nets for immovable hoops), etc.
4. Customers are responsible for removing all obstructions prior to service. If we are unable to service your driveway due to an obstruction, we can make no guarantee to come back once it has been moved.
5. In general, our operators are instructed to stay in their tractors for safety reasons, and they will not get out to move obstructing objects (such as trash and recycling bins).
6. Whenever possible, vehicles should be parked in the garage. If a car must be parked in the driveway, please be thoughtful about where you park the vehicle to ensure the tractor is able to clear the majority of the driveway—park it in a bump-out (if applicable) or as close to the garage and one side of the driveway as possible. Operators are instructed to stay a safe distance away from all vehicles.

Operators are instructed to skip driveways that are impassable or not accessible due to obstructions at the entrance of the driveway.

X. Waiver of Liability / Indemnification

INDEMNITY: To the fullest extent permitted by law, Customer shall defend, indemnify, and hold harmless Contractor, its owners, agents, consultants, employees, and subcontractors, from all claims for bodily injury and property damage that may arise from Customer's premises including any acts or omissions by Customer or Customer's subcontractors whether employed directly or indirectly, which occur while Contractor is or is not physically on-premises.

1. The Contractor is not liable, responsible, or accountable to the Customer(s) for:
2. i. Any damage to the Customer(s) lawn, flower beds, trees, or garden;
3. ii. Any rocks, sand, or debris that is blown onto the Customer's lawn as a result of snow-clearing services; Scratches, marks, rust, chips, cracks, or any other damage of any kind to the Customer's driveway or Serviced Areas whether arising as a result of uneven asphalt or uneven surfaces or otherwise.
5. The Contractor shall not be responsible in any way whatsoever for slippery or icy conditions and excludes any and all liability whatsoever. Snow removal and/or Salting and/or Deicing does not guarantee that no slippery conditions will exist and contractor assumed no liability for slip and falls by removing snow and/or applying anti/de-icing products. The Customer(s) agree to indemnify the Contractor from any claims that may arise as a result of slippery, icy, dangerous, or defective conditions at the Subject Property.
6. d. The Customer(s) agree to obtain a policy of general Home Insurance during the Term.

XI. General Notices

Video/Photography: The customer is advised and permits their property to be photographed and/or video recorded for site documentation, employee training, and social media/marketing purposes.

Payment Delays and/or Late Payments: A service charge of 5%, plus other applicable fees, will be assessed on all past-due invoices. If for any reason, Contractor does not receive payment by due date of an invoice, the contractor may suspend services and stop work until payment is received and any outstanding invoice(s) is paid in full. Contractor will notify customer of the suspension of services and contractor will not be held liable for any costs or damages or in breach of contract for services withheld under the circumstance of late payment.

Pre-Lien Notice: Some of the services provided under this agreement may be lien-able services.

PRE-LIEN NOTICE: THIS NOTICE IS TO ADVISE YOU OF YOUR RIGHTS UNDER MINNESOTA LAW IN CONNECTION WITH THE IMPROVEMENT TO YOUR PROPERTY.

(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

XII. Service Cancellation

_____ *Customer(s) Initials*

1. This is an at-will service that either the customer or contractor may cancel at any time. If you would like to cancel service, contact our office. For cancellations prior to December 31st, we will prorate a refund for the rest of the season minus the current month. For example, if you call to cancel service on December 5th, you will receive a refund for January-April. Refunds for service cancelation will no longer be available after of December 31st.
2. In the unlikely event that RAC needs to discontinue service at your property, we will give notice, and prorate a refund for the rest of the season.

XIII. Signature