

SNOW REMOVAL GUIDELINES

- As your snow removal partner, this contract ("Contract") covers the snow removal from October 15th, 2023 to April 30th, 2024 and entitles you to one clearing per day when the average snow accumulation on driveway asphalt surfaces reach 4 inches by 7:00am (Required Snow Depth) and the roads are passable to our equipment and services vehicles.
- Contract price entitles you to one clearing per day up to 32 shift clearings included in your base rate. All shifts after 32 clearings will be automatically charged, see front of agreement for amount. All contracts will be on the same shift clearing total number, regardless of sign up date. You must complete the full season to be eligible for any future services with Elements.
- The snow removal area is your paved driveway from street level to a safe and reasonable distance from any vehicles, garage doors, stairs, snow stakes, etc. This distance will vary based upon snow conditions. If vehicles or other items obstruct snow removal operations, Elements will not be required to use more than reasonable efforts to remove the snow around them. Elements will return to clear residual snow on the next day that the Required Snow Depth is reached by 7:00 a. m. or such later time as Elements shall determine. Please note that Elements does not intend to damage your property, so some snow may be left behind, adjacent to or in front of doors, vehicles, stairs, snow stakes, etc.
- Town of Truckee and Tahoe Donner® Association ordinances require that snow from your driveway must be stored on your property. Please provide Elements with a location on your property of sufficient size to store snow from your driveway during the entire snow removal period. During heavy winters, portions of your driveway may be used by Elements for snow storage.
- Town of Truckee berms will be cleared during regular snow removal routes. However, Elements is not responsible for berms created after your driveway has been cleared.
- Elements' contract covers natural snowfall. Elements is not responsible for driveways in windy areas that are subject to and fill with drifting snow after Elements' snow removal equipment has departed. Special clearing requests that cannot be performed during normal operations, including moved vehicles, roof offload, snow shoveled onto driveway from decks, walkways, or roofs, and excessive wind drifts are subject to a minimum charge of \$200. **In extreme circumstances, such as historic snowfalls, road closures, downed trees, cornices, or snow drifts, Elements may not be able to clear your driveway, or all of your driveway, on its daily route.** Therefore, additional snow removal services may be required and charged to you to maintain access to your driveway.

FREE SNOW STAKING

- Elements will provide, install and remove snow stakes at no additional cost. However, it is your responsibility to ensure that all obstacles are properly marked and remain properly marked during the entire snow removal season. Any damage to unmarked obstacles is your responsibility. If necessary, add additional snow stakes to properly protect obstacles. Do not paint or decorate Elements' stakes. If you sign up for snow removal after snow has accumulated on your driveway Elements may not be able to identify, stake and clear all portions of your driveway.
- Elements begins staking driveways on the second full week in October. This process usually takes about 5-6 weeks to complete. If your driveway has not yet been staked by the first snow event we will clear the obvious driveway area and may intentionally not clear your driveway completely as we do not want to cause unneeded damage to unmarked property. We will return to stake your driveway shortly and will clear it completely once properly staked.

SLIP & FALL

Owners, guests, tenants, and anyone who may use or work at your property (Owners and Owner's Agents) understand that clearing snow off of any impervious surface may not clear the area to bare pavement and that slippery conditions may continue to exist even after snow removal operations have occurred. Owner and Owner's Agents understand that Elements Mountain Co. assumes no liability for this naturally occurring condition. Owner and Owner's Agents agree to defend and hold harmless Elements Mountain Co. for any and all trespasses or suits that may arise as a result of this naturally occurring condition. Owner and Owner's Agents accept all liability for slip and fall accidents, and any motor vehicle accidents that are caused by the negligence of pedestrians or motorists on your property.

DAMAGE POLICY

Subject to the limits and policies set forth in this Contract, Elements will reasonably repair damage to your property caused by our sole gross negligence or willful misconduct. Elements is not responsible or liable for chain marks, scratches or gouges resulting from normal snow removal operations, and Elements will not be responsible or liable for driveway damage, including sinkage, resulting from poor construction, a saturated base or poor compaction or any items above grade such as sewer caps or slot drains. Cosmetic repairs will not have full material replaced but instead will be repaired by sanding, putty or filing in as needed.

HOMEOWNER RESPONSIBILITY

You, your family members, customers, tenants, property managers, invitees, visitors and/or guests (collectively, "Property Owner Parties") must keep all obstructions, such as wood, newspapers, toys, shovels, sleds, etc. ("Obstructions"), off and clear of the driveway or any other area where snow removal will occur when it is snowing and during snow removal services. Obstructions may damage Elements' equipment and/or reduce snow removal effectiveness and, therefore, Property Owner expressly acknowledges and agrees that Property Owner is responsible and liable for any and all damage caused to Elements' snow removal equipment from Obstructions. Property Owner, on behalf of the Property Owner Parties, also agrees to keep all vehicles, garbage can enclosures, staircases, landings, retaining walls, curbs, fences, propane tanks, gas meters and other areas where snow removal operations occur exposed, properly marked, and reasonably visible to Elements' personnel during the snow removal period. **Elements will not be responsible or liable for damage to any real or personal property if the areas where the real or personal property are located are buried in snow, are not properly marked by Property Owner, or are not reasonably visible to Elements personnel (IE: vehicles, bear boxes, propane tanks, gas meters etc.).** If any such damage occurs or is suspected to have occurred, Property Owner must notify Elements of the damage within a reasonable time following the damage and no later than the last day of the snow removal period (April 30, 2024), so that Elements may investigate and assess the damaged property, to determine the viability of the alleged claim(s), or Property Owner agrees that the claim(s) shall be waived and released without any such evaluation or potential recovery.



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RESPONSIBILITY FOR LOSS OR DAMAGE, RELEASE OF LIABILITY & ASSUMPTION OF RISK

Property Owner ASSUMES LIABILITY for damage to or destruction of any real or personal property of Homeowner or the other Property Owner Parties arising from Elements' snow removal services, except that caused by the sole gross negligence or willful misconduct of Elements. Property Owner, on behalf of the Property Owner Parties and insurers, hereby accepts this responsibility and liability, regardless of when or how such damage or destruction occurs except as expressly allowed under this Contract.

Property Owner RELEASES Elements of and from any and all liability for any such loss or damage, except as expressly provided otherwise in this Contract. Notwithstanding anything in this Contract to the contrary, Elements' liability shall not exceed the sum paid by Property Owner for snow removal services.

ATTORNEY'S FEES

In the event of any action, suit or proceeding, including without limitation arbitration or litigation, between the parties arising out of, resulting from, related to and/or otherwise concerning this Contract and/or Elements' work and/or services, the party prevailing in such dispute will be entitled to reasonable attorneys' fees and costs, including but not limited to expert witness fees, wages of Elements' agents, representatives and/or employees for preparation and attendance at court proceedings, and attorneys' fees incurred in enforcing any judgment or award entered. In the event payment is collected by a commercial collection agency, Elements is to receive one hundred percent (100%) of the amount due and Property Owner agrees to pay all amounts due, including without limitation costs of the collection agency. It is further agreed that the venue of any action between Property Owner and Elements shall be in the county and jurisdiction in which Elements maintains its business office.

SATISFACTION ASSURANCE

If, for any reason, you are not completely satisfied with Elements' service or if you sell your home or other property covered by this Contract, you may cancel this Contract by providing Elements with at least 14 days prior written notice. Elements also has the right to cancel this Contract at any time, for any reason, but Elements shall provide you with two weeks notice of cancellation. In the event this Contract is canceled before its expiration at the end of the snow removal period, Elements will reasonably adjust the Contract price. **After January 31st, there are no refunds to the base rate for the season.**

ENTIRE AGREEMENT

This written Contract is the only agreement between and contains the entire agreement of the parties related to snow removal during the snow removal period. Representations or statements not contained in this written Contract are in no way a part of this Contract. Any amendments, modifications, additions or other changes to this Contract will not be effective unless made in writing and signed by both parties.

IMPORTANT! Snow removal contracts must be paid in full by October 15, 2023 or service cannot be guaranteed. Any payment received by Elements Mountain Company towards your snow removal constitutes acceptance of this agreement. Elements reserves the right to cancel or amend any agreements over 30 days from quote date.

Elements proudly donates \$1 for each snow removal client to the Tahoe Donner Giving Fund.

PLEASE POST THIS AGREEMENT WHERE ALL HOMEOWNERS & RENTERS CAN READ ITS TERMS AND CONDITIONS.

TO BE THE MOST RELIABLE, PROFESSIONAL AND FRIENDLY PROVIDER OF QUALITY SERVICES, WHILE STRIVING TO EXCEED EXPECTATIONS OF OUR FOUR-SEASON NEIGHBORS AND COMMUNITY.