

# Clearway Property Care Inc.

## Service Terms & Conditions

Last Updated: December 09, 2025

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## 1. General Service Terms & Conditions

These Service Terms & Conditions ("Terms") form a binding agreement between the customer ("you", "client") and **Clearway Property Care Inc.** ("Clearway", "we", "our"). By booking, requesting, or receiving services from Clearway, you agree to the following Terms.

### 1.1. Services Provided

Clearway provides residential property care services within Ontario, Canada which may include:

- Lawn and yard care
- Snow removal
- Seasonal and quarterly home and property maintenance visits
- Indoor/outdoor home and property maintenance tasks
- One-time services (e.g., BBQ deep cleaning, leaf removal, hot tub draining/refilling, driveway snow removal)
- Handywork
- Additional services as agreed upon in writing

Clearway may refuse, pause, or discontinue service if conditions are unsafe, unsanitary, or differ significantly from the agreed service description.

### 1.2. Clearway Responsibilities

Clearway will:

- Deliver services as described in the service order or plan
- Make reasonable efforts to meet performance timelines
- Communicate delays due to weather, safety, or operational issues
- Maintain commercial general liability insurance

## 1.3. Client Responsibilities

You agree to:

- Provide accurate property information (e.g., square footage, number of bathrooms, lawn size, driveway size, exterior features, etc.)
- Ensure safe and unobstructed access to service areas
- Secure pets and remove hazards
- Provide Clearway with access to utilities to complete service (e.g., water, power)
- Provide truthful information about service conditions
- Notify Clearway of property changes affecting service delivery or pricing

Clearway is not responsible for delays or incomplete services caused by restricted or unsafe access.

## 1.4. Pricing, Payment & Billing

- Pricing is provided in writing before service begins.
- Payment methods include credit/debit card, cash, e-transfer, or cheque.
- Recurring plans are billed according to the agreed schedule.
- Payment is due upon completion of one-time services unless otherwise stated in writing.
- Late or failed payments may result in suspension of services.
- Misquoted services due to incorrect or incomplete property information may be re-evaluated with a revised quote.

## 1.5. One-Time Services Advanced Payment

Services may be paid in advance of service delivery. Please see our Cancellation Policy for details about cancellation fees for pre-paid services.

## 1.6. Minimum Contract Term (If Applicable)

- Year-Round Plans (Core Maintenance Plan, Complete Care Plan, Premium Care Plan and Exterior Maintenance Plan) require a **12-month minimum term**.
- The Seasonal Snow Plan and Summer Care Plan require a **6-month minimum term**.
- Custom Plans will have a 12-month minimum term, unless otherwise agreed in writing.
- Plans renew automatically month-to-month after the minimum term unless cancelled.

Please see Cancellation Policy for cancellation details.

## 1.7. Service Modifications

If conditions differ from what was described during booking (e.g., larger areas, unexpected hazards, excessive accumulation), Clearway may:

- Pause service until a revised quote is approved, or
- Decline to complete the service and refund as applicable.

## 1.8. Weather-Dependent Services

For services affected by weather, such as but not limited to snow removal, lawn care, leaf cleanup:

- Timing may vary based on weather conditions
- Delays due to storms or unsafe conditions do not constitute non-performance.

For all plan holders, no refunds or credits will be provided for the week(s) of service affected due to storms or unsafe conditions.

## 1.9. Damage & Liability

Clearway is insured and exercises reasonable care while performing services. Clearway is **not liable** for:

- Pre-existing or concealed damage
- Normal wear and tear
- Damage resulting from unsafe, hazardous, or undisclosed conditions
- Indirect, incidental, or consequential damages
- Slips, trips, or falls related to ice, snow, or weather conditions
- Damage to surfaces or objects hidden under snow, debris, or overgrown grass
- Minor cosmetic scuffs or scrapes resulting from normal snowblower or mower operation
- Ice buildup, drifting snow, or access limitations caused by municipal snowplow activities
- Damage to fragile, concealed, or unmarked items, including sprinkler heads, landscape lighting, wiring, edging, or drainage components

## 1.10. Liability Limitation

To the fullest extent permitted by law:

- Clearway's liability is limited to the value of the service in question.
- Clearway is not liable for indirect, consequential, or incidental damages.

- The Client agrees to indemnify Clearway against claims arising from unsafe property conditions not caused by Clearway.

Concerns must be reported within **48 hours** of service completion.

## **1.11. Damage Reporting**

Any concerns or potential damage must be reported within:

- **24 hours** for service-related issues
- **48 hours** for suspected property damage

Clearway will review and assess the claim. Damage must be reported in writing by contacting [support@clearwaypropertycare.ca](mailto:support@clearwaypropertycare.ca)

## **1.12. Photos & Documentation**

Clearway may take photos of serviced areas for:

- Quality assurance
- Proof of service
- Training
- Documentation
- Social Media

Photos will not contain identifiable individuals unless expressly permitted.

## **1.13. Termination of Services**

Clearway may suspend or terminate services if:

- Conditions are unsafe
- Payments are overdue
- The client violates these Terms

Either party may end recurring or seasonal services according to the Cancellation Policy.

## **1.14. Amendments**

Clearway may update Terms & Conditions annually. The updated version will be posted on our website.

## 2. Snow Removal Terms & Conditions

### 2.1. Service Period

Seasonal Snow Plans and Services operate from **November 1 to April 30**.

### 2.2. Trigger & Accumulation Rules

- Driveway service is triggered at **5 cm** accumulation, measured locally or confirmed by Clearway.
- Storms exceeding **15 cm** may require staggered or delayed service times.

### 2.3. Performance Timeframes

Clearway aims to complete driveway clearing within:

- 8-12 hours after snowfall ends
- Longer during extreme or multi-day storms

Holiday delays apply, including December 24 & 25 and December 31 & January 1. Service will be performed, as triggered (see 2.2), but delays are expected.

### 2.4. Porch, Walkway and Furnace Exhaust Clearing and Salting Service

- Performed separately from driveway snow removal, if service is selected
- Clearway will aim to complete this service within **24 hours** after snowfall ends, unless excessive, extreme or multi-day storms
- Only accessible areas will be serviced

Holiday delays apply, including December 24 & 25 and December 31 & January 1. Service will be performed, as triggered (see 2.2), but delays are expected.

### 2.5. City Plow Ridge

- Clearing of City plow ridge is available upon request through our customer contact form or by emailing us at [support@clearwaypropertycare.ca](mailto:support@clearwaypropertycare.ca), if driveway snow removal is completed before City plowing occurred at service address
- Service is provided within **24 hours** after notification
- Additional charges may apply for off-cycle requests

## **2.6. Client Responsibilities**

- Remove vehicles (when possible), garbage bins, and obstructions
- Ensure visibility of curbs and edges when possible
- Maintain areas adjacent to structures not reachable by machinery

## **2.7. Damage & Liability**

Clearway is not responsible for damage and liability, in accordance with Section 1.9 of our Terms & Conditions.

## 3. Lawn Care Terms & Conditions

### 3.1. Service Period

Seasonal Lawn Plans and Services operate from **May 1 to October 31**.

### 3.2. Service Inclusions

- Cutting all accessible grass
- Trimming around obstacles
- Blowing clippings off hard surfaces
- Mulching or bagging (if included)
- Other services, as agreed upon in writing.

### 3.3. Client Responsibilities

- Remove objects from yard, including hoses, toys, pet waste, and other obstructions
- Ensure visibility of curbs, edges, and boundaries when possible
- Maintain areas adjacent to structures that cannot be safely reached by machinery
- Provide clear access to all service areas (gates unlocked, pets secured)
- Notify us of any hazards such as irrigation lines, cables, or concealed items

### 3.4. Long Grass Policy

If grass exceeds **6 inches**, Clearway may:

- Perform a slow-cut or multi-pass cut
- Add a surcharge for excessive conditions
- Reschedule if unsafe (wet, muddy)

### 3.5. Weather-Related Delays and Missed Visits

Lawn care services are weather-dependent and may be delayed, modified, or cancelled when conditions are unsafe, unsuitable, or would result in poor-quality service. This includes heavy rain, lightning, high winds, saturated ground, extreme temperatures, or any other circumstance beyond Clearway's control.

If a scheduled visit is missed due to weather or other uncontrollable conditions, Clearway will make reasonable efforts to reschedule the service within the same service cycle. However, **no refunds, credits, or service extensions will be issued for plan holders** when weather or other uncontrollable situations prevent service delivery. Seasonal plans are priced and structured with anticipated weather-related interruptions in mind.



Clearway reserves the right to determine whether conditions are safe and appropriate for service

### **3.6. Wet Weather Limitations**

Clearway may perform lawn cutting and trimming services during or after light rain. Cutting wet grass may cause:

- Clumping
- Deck marks
- Uneven appearance

Clearway is not liable for appearance differences caused by weather.

### **Damage Limitations**

In accordance with Section 1.9 of our Terms & Conditions, Clearway is not responsible for damage to:

- Sprinkler heads
- Landscape lighting
- Hidden wiring or hoses
- Decorative edging not clearly visible