

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 care
- Snow removal
- Seasonal and quarterly home and property maintenance visits
- Indoor/outdoor home maintenance tasks
- One-time services (e.g., BBQ deep cleaning, leaf removal, hot tub draining/refilling, driveway snow removal)
- 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 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

1.12. Photos & Documentation

Clearway may take photos of serviced areas for:

- Quality assurance
- Proof of service
- Training
- Documentation

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, 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