



## Terms of Service

EFFECTIVE MAY 1, 2023

Customer submission of payment to Alpine Ventures LLC (“Contractor”) and Contractor’s acceptance of payment constitute a mutual agreement to be bound by the following terms of service. *Customer has reviewed these terms of service and agrees that they are adequate for their needs.* Any adjustments to the terms of service may affect the price, and must be agreed to in writing by both parties. Customer is responsible to communicate the terms of service to guests or tenants.

**COMMON SENSE:** Customer understands and agrees that having a snow plowing service does not replace the need for basic winter driving skills, and for having vehicles appropriate for the mountain environment and the Customer’s specific property. Guests should be made aware that CDOT frequently invokes the traction law, which requires that vehicles driving the I-70 corridor are properly equipped with adequate snow and ice tires, 4WD, or alternative traction devices.

**DATES OF SERVICE:** November 1 – April 30.

**SERVICE TRIGGER:** Customer will receive one plowing within 24 hours after three or more inches of snowfall accumulates on area paved surfaces. Customer agrees that Contractor has sole right to determine necessity of plowing based on observation and measurements taken at representative locations, which may not necessarily include Customer’s specific address. Contractor endeavors to clear all areas as soon as possible after snowfall, but does not guarantee service by a specific time, as this varies with each storm. Generally, residential service will be provided between 8 AM and 3 PM.

**BLIZZARD CLAUSE:** Customer understands that at times service may be delayed beyond the stated time frame due to factors including, but not limited to, the severity of the storm, reduced visibility, rapid snow accumulation rates, mechanical failures, and traffic delays or impassable conditions on municipal roadways, etc. During extreme storms, Contractor may provide a partial plowing to provide access to the property, but not clearing of the full driveway / parking areas, to more quickly get all Customers basic access, and will then return the day following the storm to clean up and clear the entire area.

**SCOPE OF SERVICE/LIABILITY:** Customer understands that the purpose of this service is to provide accessibility, but that the service is not to be construed as clearing the area to completely bare and dry pavement or ground. Application of sand or deicer is specifically

excluded from this agreement. The Customer understands that ice, packed snow, and slippery conditions may remain after plowing. Customer agrees that these conditions are outside the scope of this agreement and that Contractor has no liability for these conditions. Customer also understands that the service will be provided using trucks or skid steers/loaders. Snow will be cleared from in front of garage doors to the degree reasonably possible without causing damage, approximately 12 to 24 inches out from the door. Hand shoveling is excluded.

**SNOW STORAGE:** By law, snow will be stacked on Customer's property. While consideration will be given to Customer's preferences, Customer agrees that Contractor has sole discretion as to location of snow storage areas. Above-average snow may require usage of alternate storage areas. Customer agrees not to make landscaping or other changes that impact the size or location of snow storage without notifying Contractor, and Customer agrees that any such changes may result in a price increase or cancellation of this agreement by the Contractor.

**LOADER WORK:** The price includes loader work if necessary for pushing back piles of stored snow, etc. The necessity and scheduling of loader work are at the sole discretion of Contractor. The price does not include hauling stored snow off the property if all available storage areas become full, nor does it include moving snow put onto plowing area from roof or decks.

**PARKED CARS:** Contractor will plow around parked vehicles as possible. If parked vehicles prevent plowing service, additional attempts will be made during Contractor's regularly scheduled subsequent visits to the area. Same day call-backs may occasionally be provided as a courtesy to the Customer, but are not always possible, and are not guaranteed.

**DAMAGE:** While due care will be exercised, Customer agrees that Contractor is not liable for damage to unmarked or hidden objects. Customer will stake any landscaping, water valves, etc. that could be damaged by plowing operations, with markers of adequate height so as to remain visible throughout the complete season. Damage must be reported to the Contractor within two weeks of discovery, but in no case later than two weeks past the end of service for the season. Failure to report damages within this time frame constitutes a waiver and Contractor is released from liability. Customer also agrees that plowing is done with a metal blade and in some cases, especially on soft asphalt/sealant and decorative surfaces, some scratching of the surface may occur, and Contractor is released from liability. Customer also understands that on dirt or gravel surfaces, some displacement of the surface material is unavoidable as part of normal plowing operations, and Contractor is not responsible for replacement of displaced material. Customers with unpaved driveways understand that plowing operations may be limited in the early and late season when the ground is not frozen, to avoid causing mud ruts and excessive displacement of driveway surface material.

**CANCELLATION:** Customer or Contractor may cancel the service at any time. Cancellation must be in writing. Pro-ration of refund will be calculated on a basis of 6 months of service, November – April, beginning with the first of the month immediately following notice of cancellation.