



ALASKA SHEAR & PLOW

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COMMERCIAL SNOW REMOVAL — TERMS OF SERVICE

Revision 4 — September 15, 2026. Supersedes all prior versions.

These terms apply to the commercial snow removal services described in the accepted quote or service agreement. Together, the accepted quote and these terms form the agreement between the Client and Alaska Shear & Plow (the "Contractor"). This agreement and price have been negotiated and agreed upon based on the Client's driveway or parking lot as it exists on the agreement date. In the event the Client adds additional areas, driveways, or paths that are suitable for plowing, the Contractor will not be responsible for the care or maintenance of such additional improvements without a written change order.

This agreement does not create any rights of, nor duties to, any alleged third-party beneficiaries, and all such rights and duties are hereby expressly disclaimed.

1. SCOPE OF SERVICE

Snow clearing means plowing snow from the paved or gravel lot area identified in the accepted quote, and stacking that snow at the edges or ends of the same area. The following are not included unless separately quoted and agreed in writing: sanding, de-icing, and ice control; ice breaking; snow relocation or haul-off; and clearing of sidewalks, entryways, stairs, dumpster pads, or roofs.

2. SERVICE BASIS, TIMING, AND SEQUENCE

Every snowfall event is serviced — there is no minimum accumulation. Each plowing of the site is billed at the flat per-plowing price in the accepted quote, regardless of the depth of snow cleared. Sites are normally cleared once per event, after snowfall ends or substantially subsides. In the event that the Client believes that an unsafe or otherwise difficult or impracticable condition then exists, the Client shall promptly contact and advise the Contractor.

Extended and heavy storms. When snow continues over more than one day, or accumulates faster than a single clearing at the end of the storm could reasonably handle, the Contractor may determine, in its sole discretion, when and how many times the site is cleared over the course of the storm, taking into account site usability, the rate of accumulation, the depth a single plowing can reasonably clear, and cost to the Client. The number and timing of plowings during a storm are not limited to one plowing per storm event. Each clearing of the site is a separate plowing and is billed at the per-plowing price, and the Contractor's service record is conclusive as to the plowings performed.

Timing and route sequence are determined by the Contractor based on route order, storm conditions, and equipment availability, unless a specific service window is agreed in writing and priced accordingly.

The Contractor does not guarantee service by any particular time of day absent such a written service window. No damages, claims, nor causes of action of any sort may be asserted nor otherwise arise as a result of the Contractor's time of service and route sequence.

3. SITE PREPARATION AND CLIENT DUTIES

Before the season begins, and before the first service for accounts starting mid-season, the Client must identify and mark all fixed or hidden objects within or adjacent to the service area, including but not limited to curb stops, wheel stops, islands, bollards, light bases, storm drains, utility and manhole lids, water and septic lids, propane tanks, and landscape edging. It is the Client's responsibility to keep all areas to be plowed and all immediately adjacent areas clear of all debris and obstructions that might hamper plowing. The Client will clearly and visibly mark any obstructions or debris that might be covered by snow or not otherwise visible to plow operations. In the event that the Contractor's equipment is damaged by hidden and/or unmarked debris or obstructions, the Client shall be responsible for any damages sustained by the Contractor as a result.

The Client must also: designate acceptable on-site snow storage areas that comply with applicable site, facility, or airport rules; keep the service area clear of vehicles, trailers, equipment, pallets, and containers during and after snowfall events; and provide access, gate codes, keys, or badging required to reach the service area.

Areas blocked at the time of service are plowed around; return trips to clear them are billed as additional pushes. The Contractor is not liable for damage to objects that are unmarked, or that are snow-covered and not visible at the time of service.

4. SURFACE CONDITION AND PROPERTY

Bare surface is not guaranteed on gravel or asphalt. Gravel lots are plowed with shoes set to protect the surface; a thin packed base is left in place by design, and some displacement of gravel into adjacent areas is normal and is not damage. The Contractor is not liable for scratches, rust marks, or surface marking; for damage to heaved, frost-lifted, chipped, cracked, or uneven asphalt, concrete, or paver surfaces; or for damage to lawn, landscaping, or lot edges caused by plowing or by the piling and melting of snow. The Contractor will use its discretion regarding the limits of plowing near all vehicles, buildings, and obstructions.

5. NO SAFE-SURFACE GUARANTEE AND RELEASE — PLEASE READ CAREFULLY

ALASKA SHEAR & PLOW PLOWS SNOW. THE PLOWING CONTRACTOR DOES NOT AND CANNOT PROVIDE, AND DOES NOT PROMISE, A SAFE OR SLIP-FREE SURFACE AFTER PLOWING IS DONE, AND DOES NOT ASSUME IN WHOLE OR IN PART THE CLIENT'S DUTY TO MAINTAIN ITS PREMISES IN A SAFE CONDITION. SNOW, ICE, HARDPACK, MELTWATER, AND REFREEZE ARE PRESENT ON ALASKA LOTS THROUGHOUT THE WINTER — BEFORE, DURING, AND AFTER SERVICE. THE CLIENT REMAINS SOLELY RESPONSIBLE FOR MONITORING ITS SITE CONDITIONS AND FOR PROVIDING ANY ADDITIONAL OR OTHER SURFACE TREATMENTS SUCH AS SANDING, ICE-MELT, AND SHOVELING THAT MIGHT BE ADVISABLE FOR THE PROTECTION OF CLIENTS AND OTHERS ON ITS PROPERTY. CLIENT REMAINS SOLELY RESPONSIBLE FOR MAINTAINING SAFE PREMISES, FOR ICE CONTROL NOT SEPARATELY CONTRACTED, AND FOR WARNING ITS EMPLOYEES, TENANTS, CUSTOMERS, AND ANY OTHER PERSONS ENTERING THE PREMISES.

TO THE FULLEST EXTENT PERMITTED BY ALASKA LAW, THE CLIENT WAIVES, RELEASES, HOLDS HARMLESS, AND DISCHARGES ALASKA SHEAR & PLOW AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS FROM ALL CLAIMS FOR BODILY INJURY, DEATH, AND PROPERTY DAMAGE ARISING OUT OF SITE CONDITIONS OF ANY SORT, INCLUDING WITHOUT LIMITATION SNOWY, ICY, OR SLIPPERY CONDITIONS AT THE SITE, INCLUDING CLAIMS ALLEGEDLY ARISING IN PART FROM THE ORDINARY NEGLIGENCE OF ALASKA SHEAR & PLOW. THIS RELEASE DOES NOT APPLY TO THE CONTRACTOR'S SOLE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

THESE PROVISIONS APPLY TO ALL SERVICES PROVIDED BY CONTRACTOR.

6. INDEMNIFICATION BY CLIENT — PLEASE READ CAREFULLY

THE CLIENT RETAINS SOLE CONTROL OF ITS SITES AND RETAINS SOLE RESPONSIBILITY FOR ENSURING SAFE CONDITIONS. CLIENT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ALASKA SHEAR & PLOW AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY — INCLUDING THE CLIENT'S EMPLOYEES, TENANTS, CUSTOMERS, AND INVITEES — FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO SNOW OR ICE CONDITIONS AT THE SITE OR TO THE SERVICES PERFORMED UNDER THIS AGREEMENT.

THIS INDEMNIFICATION OBLIGATION APPLIES REGARDLESS OF WHETHER THE CLAIM IS ALLEGED TO ARISE IN PART FROM THE CONTRACTOR'S NEGLIGENCE, EXCEPT THAT INDEMNIFICATION DOES NOT APPLY TO THE EXTENT A CLAIM ARISES SOLELY AS A RESULT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ALASKA SHEAR & PLOW. THIS EXCEPTION IS INCLUDED TO COMPLY WITH ALASKA LAW GOVERNING INDEMNITY AGREEMENTS AND IS INTENDED TO BE CONSTRUED BOTH BROADLY AND HARMONIOUSLY WITH ALASKA LAW AS THEN IN FORCE. THE CLIENT'S DUTY TO DEFEND ARISES ON TENDER AND IS INDEPENDENT OF THE DUTY TO INDEMNIFY.

THIS INDEMNIFICATION AGREEMENT FURTHER EXTENDS TO WAIVER AND PRECLUSION OF ANY CLAIM OR THIRD-PARTY CLAIM FOR CONTRIBUTION OR JOINT OR SEVERAL LIABILITY BY CLIENT OR ITS INSURERS, TO THE MAXIMUM EXTENT ALLOWABLE BY ALASKA LAW.

THESE PROVISIONS APPLY TO ALL SERVICES PROVIDED BY CONTRACTOR.

7. INSURANCE

The Contractor maintains commercial general liability, commercial automobile, and workers' compensation coverage as required by Alaska law. Certificates of insurance are available on request. Additional insured status is not provided by default; it is available on written request, subject to the Contractor's carrier and to any resulting premium being reflected in the quote. The Client shall maintain its own premises liability insurance covering the site. Neither party's insurance shall limit or otherwise affect any obligation under Sections 5, 6, or 8.

8. LIMITATION OF LIABILITY

The Contractor's total liability under this agreement, for all claims combined, is limited to the total amount paid by the Client for services in the current season. The Contractor is not liable for indirect, incidental, special, or consequential damages, including lost profits, lost revenue, business interruption,

delayed openings, lost productivity, or third-party contract losses. This limitation does not apply to the Contractor's gross negligence or intentional misconduct.

9. SANDING, DE-ICING, AND ICE BREAKING

Sanding, de-icing, and ice breaking services are NOT included in the plowing rate. Where separately quoted and elected, they are billed as separate additional items as set out in the current rate schedule, and may be performed by the Contractor or by a qualified subcontractor. Quoted sanding and de-icing prices are based on the Contractor's cost of sand and traction material at the start of the season. If that cost increases materially during the season, the Contractor may adjust the per-application sanding or de-icing price on written notice to the Client, and the adjusted price applies only to applications performed after the notice. The Client may decline further applications after a price change. Sanding, de-icing, and ice breaking improve traction and remove bonded ice; they do not create a safe or slip-free surface. The release of liability and indemnity provisions set out in Sections 5 and 6 also apply to these additional services when contracted. Where the Client has not contracted for ice control, the Contractor shall be solely responsible for plowing snow and the Client shall be solely responsible for ice control on its site.

10. SNOW STORAGE, RELOCATION, AND HAUL-OFF

Snow is pushed and stacked at the ends of the plowed area as space allows unless the Client has previously designated otherwise. When on-site storage is full, snow haul-off or close-by relocation is billed hourly, plus trucking. The Client is responsible for ensuring that designated storage areas do not create sight-line, drainage, access, or regulatory problems, and shall promptly notify the Contractor of any site-specific restrictions on snow placement or potentially unsafe conditions that may arise.

11. SERVICE CONCERNS AND NOTICE

Service quality. The Client shall notify the Contractor of any concern with the quality or completeness of a service visit within seventy-two (72) hours of that visit, so that conditions can be inspected and corrected.

Property damage. Claims for damage to the site or to property must be reported in writing within seventy-two (72) hours of discovery and before any repair is made, so that the Contractor has a reasonable opportunity to inspect. In no event may a claim be made later than May 1 following the season in which the damage is alleged to have occurred. Claims not reported within these periods are waived.

12. PAYMENT AND DEFAULT

Minimum season commitment — twelve (12) prepaid plowings. Unless the accepted quote states otherwise, the Client shall purchase a minimum of twelve (12) plowings at the per-plowing price quoted, payable before the first service of the season. The minimum reserves the Contractor's capacity for the Client's site and is the Client's minimum commitment for the season. It is not refundable, is not reduced for low snowfall, and plowings not used by the end of the season expire without credit or carry-over.

How the prepaid plowings are used. The twelve (12) prepaid plowings are used first. Each plowing of the site performed during the season is counted against the prepaid plowings until all twelve have been used, and no plowing charges are invoiced while prepaid plowings remain. Once the twelfth prepaid

plowing has been performed, every additional plowing for the remainder of the season is billed at the same per-plowing price and is invoiced monthly, automatically, for the plowings performed in that month, and charged to the payment method on file under this Section. The Contractor's service record is conclusive as to the number of plowings performed and the number remaining.

Other services are billed monthly from the first service. Sanding, de-icing, ice breaking, snow relocation, haul-off, trucking, and hourly work are not part of the prepaid plowings and are never counted against them. Where elected, they are invoiced monthly as performed from the first service of the season, whether or not prepaid plowings remain.

Payment method. The minimum, when paid in full at the start of the contract, may be paid by check, ACH, or card. All other amounts — installments of the minimum where the Contractor has agreed to them in writing, monthly invoices, and any other charge — are paid by card or ACH only and are not payable by check. The Client shall keep a card or a bank account for ACH on file with the Contractor for the season, at the Client's choice, and authorizes the Contractor to charge each installment and each invoice to it on its due date. A 3% Card Payment Convenience Fee applies to card payments and a 1% processing fee to ACH payments. Payments are made by website entry through a certified third-party processor, and the Contractor does not retain any such financial information.

Installments. Where the Contractor has agreed in writing to accept the minimum in installments, the full minimum remains owed. A missed installment is a default under this Section, and the unpaid balance of the minimum becomes due immediately when plowings performed equal or exceed plowings paid for.

Invoices are due as stated in the accepted quote. Past-due balances may accrue interest at the rate stated on the invoice. If any payment is not made when due, the Contractor may suspend or terminate service without further notice. Suspension or termination does not relieve the Client of amounts owed for services already performed or for the remaining balance of a seasonal commitment. The Client is responsible for reasonable collection costs and attorney fees. Disputed line items must be identified in writing within fifteen (15) days of the invoice date; undisputed amounts remain due.

13. TERM, RENEWAL, GENERAL PROVISIONS, AND CANCELLATION

The term of the contract is as stated in the accepted quote. Either party may cancel for convenience on thirty (30) days' written notice, except that the Client remains responsible for payment for all services already performed and for any seasonal commitment already begun. Either party may terminate immediately for a material breach that is not cured within ten (10) days of written notice. The Client's failure to make payment as provided by this agreement is deemed an immediate and material breach of contract and relieves the Contractor of any further duties to the Client. The Contractor retains the option at its discretion whether to deem the contract in breach.

14. CONDITIONS BEYOND THE CONTRACTOR'S CONTROL

The Contractor is not responsible for delay or failure to perform caused by obstructions or other conditions at the Client's site and within the Client's control, nor by extraordinary weather, equipment breakdown, road closure or impassability, fuel or utility interruption, labor shortage, natural disaster, or other causes beyond its reasonable control.

15. SUBCONTRACTORS, GOVERNING LAW, AND ENTIRE AGREEMENT

The Contractor may perform any part of the services through qualified subcontractors and remains responsible for the work. This agreement is governed by the law of the State of Alaska then in effect. Jurisdiction and venue for all disputes shall be with the Alaska courts at Kenai, Alaska, except that either party may first demand that resolving any dispute first be attempted by mediation by a retired Alaska court judge providing such services. These terms and the accepted quote are the entire agreement between the parties and supersede any prior discussions. Changes are effective only in writing. If any provision is found unenforceable, the remaining provisions stay in effect. Sections 5, 6, and 8 survive termination occurring for any reason.

In accordance with Alaska's Uniform Electronic Transactions Act, AS 09.80.010, by approving the quote or signing electronically, the Client confirms that it consents to the use of electronic signatures and documents; that it has read and specifically agrees to these Terms of Service and agrees to be bound by all of their provisions; that it intends to sign this contract and be bound by it; that the person entering into this contract has authority to do so and to make payments as provided, and is in fact the person they claim to be; and that it will receive electronic copies of all documents.

ACKNOWLEDGMENT. By signing below, the Client confirms that it has read and agrees to these Terms of Service, and specifically acknowledges the release of liability in Section 5, the indemnification obligation in Section 6, and the limitation of liability in Section 8. The signer represents that they are authorized to bind the Client.

Authorized Signature: _____ Date: _____

Printed Name and Title: _____

Company: _____

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