



ALASKA SHEAR & PLOW

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RESIDENTIAL SNOW REMOVAL — TERMS OF SERVICE

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

These terms apply to the residential snow plowing and removal services described in the quote accepted by the Client. 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 plowing the Client's driveway and parking area as it exists on the agreement date. In the event the Client adds additional areas, driveways, or paths to be plowed, the Contractor will not be responsible for the care or maintenance of such additional improvements without a written change order. The Contractor may perform any part of the services through the use of subcontractors.

1. SCOPE OF SERVICE

Snow clearing means plowing snow from the driveway and parking area identified in the accepted quote, and stacking that snow at the edges or ends of the plowed area. The following are not included unless separately agreed in writing: hauling or relocating snow away from the plowed area; sanding, salting, or de-icing; ice breaking or the removal of bonded ice or hardpack; hand shoveling; and clearing of walkways, entries, steps, decks, or roofs. Sanding is available as a separately quoted service — see Section 8.

2. SERVICE DEPTH AND TIMING

Service begins after an accumulation of approximately three inches (3") or more. Timing varies from storm to storm and depends on storm duration, route order, and conditions. During heavy or extended storms, service may be performed in multiple visits or after the storm ends. The Contractor does not guarantee service by any particular time of day. The Client may also request additional plowing by direct communication and agreement with the Contractor. 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. SEASON TERM

The season runs October 15 through the following April 15 of the indicated season. Snowfall outside those dates is not included and is quoted per visit. Seasonal unlimited plans are quoted at a fixed price for basic services because the Contractor reserves a portion of its available resources and schedule for servicing seasonal unlimited clients and thus cannot accept other work which might conflict, and accordingly requires the Client's full-season commitment. For that reason, the full seasonal price is owed regardless of how much or how little snow falls, and refunds will not be made in the event of a light snow year. The parties agree that such retention does not constitute a penalty.

4. VEHICLES AND ITEMS IN THE PLOW AREA

If vehicles, trailers, equipment, or other items are in the driveway at the time of service, only the accessible areas will be cleared. Return trips to clear the remainder are billed separately. The Client shall clear the driveway of vehicles and other items before each storm and prior to the Contractor's arrival. It is the Client's responsibility to keep all areas to be plowed and all immediately adjacent areas clear of all vehicles, debris, and obstructions that might hamper plowing. The Client will remove or clearly and visibly mark the full extent of any and all obstructions or debris that might be covered by snow or not otherwise visible to plow operations in the event of snowfall. The Contractor will use its discretion regarding the limits of plowing and generally will NOT plow closer to vehicles, buildings, debris, and obstructions than the Contractor in its discretion considers reasonable. The Contractor in its discretion may decline to plow until vehicles, debris, or obstructions are removed.

5. CLIENT SITE PREPARATION AND MARKING — REQUIRED BY OCTOBER 1

By October 1 of each season — or, for accounts starting later in the season, before the first scheduled service — the Client must clearly and conspicuously mark every fixed or hidden object within or adjacent to the plow area, including but not limited to: septic risers, lids, and leach field edges; well heads and well houses; culvert ends, drainage structures, and ditch lines; propane tanks, buried utility lines, and water service lines; retaining walls, landscape edging, steps, patio stones, and ramps; and debris, rocks, and any items, obstructions, or landscape features that may interfere with plowing or damage the Contractor's equipment.

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. Basketball hoops must be turned aside or raised to at least ten (10) feet of clearance before the season begins. To the extent reasonably possible, the Client shall remove obstructions and debris from all areas to be plowed prior to October 1.

6. SURFACE CONDITION AND PROPERTY

Bare surface is not guaranteed on gravel or asphalt. Gravel driveways 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 considered damage. The Contractor is not liable for: scratches, rust marks, or surface marking; damage to heaved, frost-lifted, chipped, cracked, or uneven asphalt, concrete, or paver surfaces; damage to lawn, sod, landscaping, or driveway edges caused by plowing or by the piling and melting of snow; or damage to items left in the plow area, including basketball hoops, refuse and recycling containers, planters, toys, extension cords, and seasonal lighting. 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 and traction control on its site.

7. NO SAFE-SURFACE GUARANTEE AND RELEASE OF LIABILITY — 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 PROPERTIES 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 CLIENT AND OTHERS ON ITS PROPERTY AND FOR CLEARLY POSTING WARNINGS OF POTENTIALLY SLIPPERY SURFACES AT ALL TIMES. CLIENT REMAINS SOLELY RESPONSIBLE FOR MAINTAINING ITS OWN PREMISES IN A SAFE CONDITION, FOR ICE CONTROL NOT SEPARATELY CONTRACTED, AND FOR WARNING ALL PERSONS ON OR 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.

8. OPTIONAL SANDING SERVICE

Sanding is not included in the plowing rate. It is available as an additional billed service, arranged in advance and billed per application at the sanding rate for the driveway size in the Contractor's current rate schedule, which the Contractor may adjust for a particular driveway's conditions or access, as stated in the accepted quote. The Contractor may perform sanding directly or through a qualified subcontractor.

Sanding 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 price on written notice to the Client, and the adjusted price applies only to applications performed after the notice. The Client may decline further sanding after a price change.

Sanding and other icy-surface treatments are intended only to improve traction. They do not create a safe or slip-free surface. Sand may be tracked indoors, may scatter into lawn, landscaping, and ditches, and may require spring cleanup, which is quoted separately.

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 TREATMENT OF ICE AND OTHER HAZARDOUS SURFACES UNLESS SEPARATELY CONTRACTED, AND FOR WARNING ALL PERSONS ON AND 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 FROM SANDING OR OTHER SLIPPERY-SURFACE TREATMENTS OR FROM CONTINUED SLIPPERY CONDITIONS AFTER SANDING, INCLUDING CLAIMS ARISING IN PART AS THE ALLEGED RESULT OF THE ORDINARY NEGLIGENCE OF ALASKA SHEAR & PLOW. THIS RELEASE DOES NOT APPLY TO THE CONTRACTOR'S SOLE OR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

9. 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, or consequential damages, including lost wages, missed appointments, alternate transportation, or towing costs arising as a result of weather conditions or the Contractor's timing and route sequencing for plowing the Client's premises.

10. CONDITIONS BEYOND THE CONTRACTOR'S CONTROL

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

11. PAYMENT, RATES, AND DEFAULT

Payments are due as set out in the accepted quote. 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 full-season commitment. The Client is responsible for reasonable collection costs and attorney fees incurred in recovering unpaid amounts in accordance with the Alaska Rules of Civil Procedure.

Payment method. A seasonal plan paid in full may be paid by check, ACH, or card. All other amounts — the installments of a three- or six-payment plan, per-visit service, sanding, hourly work, and every other charge during the season — 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 charge to it on its due date. A 3% Card Payment Convenience Fee applies to card payments and a 1% processing fee to ACH payments. 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. Payments are made by website entry through a certified third-party processor, and the Contractor does not retain any such financial information.

Rate schedule. Per-visit service, service outside the season dates, optional services, and hourly equipment work are billed at the Contractor's published rate schedule in effect for the current season, which is provided with the quote and available on request. Per-visit plowing is priced by driveway size and by the total snow on the driveway at the time of service, including accumulation from earlier storms, as determined by the Contractor. Depth is measured by the Contractor as a representative depth across the plowed area, not the deepest drift or the lightest spot. If the accumulation at the time of service exceeds the depth band booked, the difference is charged to the payment method on file. The Contractor's record of conditions at the time of service is controlling. Accumulations deeper than the highest published depth band for the driveway size are billed at the applicable hourly equipment rate — plow truck or loader, as assigned by the Contractor — subject to its stated minimum.

12. CANCELLATION AND TRANSFER

If the Contractor materially fails to perform, the Client may cancel this agreement and receive a refund of amounts prepaid for services not already performed. If the property is sold or vacated, this

agreement is not cancelled or refunded except upon mutual written agreement of the parties, but it may be transferred to the new occupants, or to a new address within the Contractor's current service area, with the Contractor's written consent.

13. NOTICE OF SERVICE CONCERNS AND DAMAGE CLAIMS

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 while they still exist.

Property damage. Claims for damage to the property must be reported in writing within seventy-two (72) hours of discovery and before any repair or replacement is made, so that the Contractor has a reasonable opportunity to inspect the damage in place. 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.

14. RENTAL, BUSINESS USE, AND MULTI-OCCUPANT PROPERTIES

The Client shall notify the Contractor, before the season begins or before service starts on a mid-season account, whether the identified property is a rental, is used for a business, or is otherwise open to tenants, customers, employees, or members of the public. The Contractor may reprice or decline the account on that basis, or may require that services be performed in accordance with the Contractor's commercial terms and conditions.

INDEMNIFICATION IF COMMERCIAL USE: IF THE PROPERTY IS USED FOR, OR BECOMES, A BUSINESS LOCATION, A RENTAL, OR IS OPEN TO TENANTS, CUSTOMERS, EMPLOYEES, OR THE PUBLIC AT ANY TIME DURING THE TERM OF THE CONTRACT, THEN THE CLIENT HEREBY AGREES THAT IT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS ALASKA SHEAR & PLOW AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS FROM AND AGAINST ALL THIRD-PARTY CLAIMS, DEMANDS, SUITS, LOSSES, DAMAGES, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO SNOW OR ICE CONDITIONS AT THE PROPERTY OR TO THE SERVICES PERFORMED UNDER THIS AGREEMENT.

THIS 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 THAT A CLAIM IS CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ALASKA SHEAR & PLOW. THIS EXCEPTION TO THE ABOVE DUTY OF INDEMNIFICATION SHALL BE READ AS NARROWLY AS ALASKA LAW ALLOWS. THE CLIENT'S DUTY TO DEFEND ARISES ON TENDER AND IS INDEPENDENT OF THE DUTY TO INDEMNIFY.

15. GOVERNING LAW AND VENUE

This agreement is governed by the laws of the State of Alaska then in force. Jurisdiction and venue for any dispute is the Alaska courts at Kenai, Alaska.

16. ENTIRE AGREEMENT

These terms and the accepted quote are the entire agreement between the parties and replace any prior discussions. Changes are effective only in writing. If any provision is found unenforceable, the

remaining provisions stay in effect, and Sections 7, 8, 9, 13, 14, and 15 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 and indemnification provisions in Sections 7, 8, and 14. The signer represents that they are authorized to bind the Client.

Client Signature: _____ Date: _____

Printed Name: _____

ALASKA SHEAR & PLOW · SNOW REMOVAL · LANDSCAPING · EXCAVATION

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