



ALASKA SHEAR & PLOW

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SINGLE PROJECT HOURLY EQUIPMENT SERVICE — TERMS OF SERVICE

Revision 1 — October 10, 2026. Supersedes all prior drafts.

These terms apply to work that Alaska Shear & Plow (the "Contractor") performs for the Client by the hour, in any season, such snow plowing and snow relocation in winter, and excavation, grading, material handling and site work in summer, where the Client does not already have in force a current written contract with the Contractor. If the Client currently has in force a seasonal, per-visit, or commercial contract with the Contractor, then that contract and its hourly addendum govern hourly work instead of these terms. Together, the accepted quote or booking and these terms form the agreement between the Client and the Contractor. The Contractor may perform any part of the services through qualified subcontractors.

1. THE SERVICE

Single project hourly equipment service is a complete service performed by the Contractor billed at hourly rates. The Contractor brings the machine, operates it, fuels it, and maintains it. Nothing in this agreement is a rental or lease: at no time is any equipment placed in the possession, custody, or control of the Client, and the Client may not operate it. The hourly rate covers the specified machine and its operator. Additional laborers, materials, trucking, disposal and dump fees, and any other cost identified in the quote are billed in addition to the base hourly rate, as the quote states. The Contractor's workmanship will meet at least normal industry standards for the type of work performed.

2. HOW TIME IS BILLED

Time is billed from the moment the machine leaves the Contractor's yard until it returns there — from our yard to your property and back — including loading, transport, and unloading. Every booking carries a **two-hour minimum**, which covers the time and expense of mobilizing heavy equipment; transport time counts against that minimum. Time beyond the hours booked is billed at the same hourly rate. Standby or delay caused by the Client, by undisclosed property conditions or other impediments, by impediments and conditions at the property that the Client should have corrected prior to arrival of equipment or is otherwise responsible for, or by scheduling, operations, or access conflicts with the Client's other contractors, will be billed to the Client at the hourly rate. Hourly service is billed upon an actual time and materials basis. No fixed price, quantity, or finished result is promised, and the Contractor's record of time, materials, and conditions is agreed to be controlling.

3. BOOKING, SCHEDULING, AND CANCELLATION

Hourly service is booked through the Contractor's website or by an accepted quote. Online bookings are paid in advance. Quoted bookings require a valid and verified payment method on file, and payment of any deposits required by the quote, prior to dispatch of any equipment. Service is scheduled when equipment is available; in winter, hourly work is performed after the Contractor's contracted routes are complete. No arrival time is promised, and the Contractor is not liable for the timing or sequence of service. A booking cancelled before any equipment leaves the yard is refunded in full. Once the machine has left the yard, the two-hour minimum is earned and due.

4. SCOPE OF WORK

The work shall be as specified by the Client at booking, performed at the Client's direction within the Client's property. In winter this is typically plowing, stacking, or relocating snow within the areas identified; sanding, de-icing, hauling snow off the property, and hand work are not included unless separately booked. In summer this is digging, moving, loading, placing, spreading, or grading material as directed. Work not specifically identified at booking may be added by the Client's text or email and is billed as additional hourly time. In the event that job site conditions, scope of work, types of equipment required to efficiently do the job, or material quantities differ in any material manner from that specified by the Client at booking, Contractor retains the right to elect to decline the work, in which case the 2-hour minimum billing shall apply, or Contractor may elect to revise the scope of work and quoted prices by mutual agreement with Client. Where the Client supplies plans, grades, stakes, or instructions, the Contractor works to them and is not responsible for their accuracy or suitability, and is not responsible for reviewing or verifying plans, surveys, or work performed by others.

5. THE CLIENT'S PROPERTY — MARKING AND ACCESS

Client is solely responsible for all surface and subsurface conditions of its work site. In the event of hidden or unforeseen site surface and subsurface conditions, a change order must be completed before work can continue.

Before equipment arrives at the Client's site, the Client is solely responsible for, must clearly mark, and must tell the operator about, boundary lines and utility easements, every hidden or buried object and every area not to be entered, including: septic tanks, lids, risers, and leach fields; wells and water lines; propane tanks and fuel lines; unusual site conditions, buried electrical, communication, and sprinkler lines; drain tile and culvert ends; foundations of every sort, retaining walls, landscape edging, steps, and pavers; soft ground; and property lines.

In winter, vehicles and other items must be moved from the work area before service, and only accessible areas will be cleared.

The Contractor works strictly to the markers and property lines that the Client identifies and marks.

The Contractor is not liable for damage to objects that are unmarked, snow-covered, or not visible; for damage to unmarked or mis-marked private underground facilities; for gravel displacement, surface marking, or damage to heaved, cracked, or uneven surfaces; for rutting, compaction, or damage to lawn, driveway, landscaping, or structures along the access route or at the edges of the work area; or for work or materials placed beyond a property line based on the Client's markers. Bare surface is not guaranteed

on gravel or asphalt. Where excavation is booked, the Contractor requests public utility locates through the Alaska Dig Line (811) when scheduling allows; public locates do not cover private lines, which remain the Client's responsibility.

6. CONDITIONS FOUND DURING THE WORK

Because hourly work is billed on time and materials and not on a fixed price, changed or unforeseen conditions do not change the hourly rates and materials per unit cost for like and similar materials but may result in an increase in the total estimated price. If the Contractor encounters rock, frozen ground, groundwater, buried debris, abandoned lines, unmarked facilities, or any other condition that impedes or otherwise affects the work, the Contractor will promptly advise the Client or the Client's designated representative by text, email, or phone and will continue work, or suspend work, in accordance at the Client's direction, which will be confirmed electronically or otherwise in writing. The Client may stop the work at any time and pay for the equipment hours and materials provided through the time of the stop-work order. The Contractor may in its sole discretion decline, discontinue, or stop work that it reasonably considers unsafe, contrary to law, or infeasible, and will advise the Client of the reason for the Contractor's decision. The Client will pay the Contractor for all work billed to that point.

The Client shall be solely responsible for securing the work site and for the safety of the work site upon the Contractor's discontinuance or completion of work. While the Contractor is working on the site, the Contractor shall take commercially reasonable job site measures.

7. NO SAFE-SURFACE OR RESULT GUARANTEE, AND RELEASE OF LIABILITY — PLEASE READ CAREFULLY

ALASKA SHEAR & PLOW PROVIDES EQUIPMENT SERVICE BY THE HOUR AT THE CLIENT'S DIRECTION. THE CONTRACTOR DOES NOT AND CANNOT PROVIDE, AND DOES NOT PROMISE, A SAFE OR SLIP-FREE SURFACE AFTER PLOWING OR OTHER SURFACE TREATMENT IS DONE, AND DOES NOT ASSUME IN WHOLE OR IN PART THE CLIENT'S UNDERLYING LEGAL 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, FOR ANY SANDING, ICE-MELT, SHOVELING, OR OTHER SURFACE TREATMENT THAT MIGHT BE ADVISABLE FOR THE PROTECTION OF THE CLIENT AND OTHERS, FOR TREATMENT OF ICE AND OTHER HAZARDOUS SURFACES UNLESS SEPARATELY CONTRACTED, AND FOR WARNING ALL PERSONS ON OR ENTERING THE PREMISES.

IN SUMMER WORK, THE CONTRACTOR DOES NOT GUARANTEE GRADES, DRAINAGE, COMPACTION, SETTLEMENT, OR THE PERFORMANCE OF ANY WORK DIRECTED BY THE CLIENT, AND IS NOT LIABLE FOR SETTLEMENT, FROST MOVEMENT, EROSION, DRAINAGE PERFORMANCE, OR SUBSURFACE CONDITIONS.

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; OPEN EXCAVATIONS, TRENCHES, STOCKPILES, AND MATERIALS ON THE PROPERTY;

DAMAGE TO UNMARKED OR MIS-MARKED PRIVATE UTILITIES; AND DAMAGE TO PROPERTY ALONG IDENTIFIED OR UNRESTRICTED ACCESS ROUTES, 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 THE CONTRACTOR.

8. LIMITATION OF CONTRACTUAL LIABILITY

TO THE FULLEST EXTENT PERMITTED BY ALASKA LAW, THE TOTAL CONTRACTUAL LIABILITY OF THE CONTRACTOR AND ITS OWNERS, EMPLOYEES, AGENTS, AND SUBCONTRACTORS UNDER THIS AGREEMENT, FOR ALL CLAIMS COMBINED, IS LIMITED TO THE AMOUNT PAID BY THE CLIENT FOR THE BOOKING GIVING RISE TO THE CLAIM. THE CONTRACTOR AND ITS OWNERS ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, LOST WAGES, DELAY, OR DAMAGE TO STRUCTURES OR PROPERTY ARISING FROM SETTLEMENT, FROST MOVEMENT, DRAINAGE, SUBSURFACE CONDITIONS, UNFORESEEN SITE CONDITIONS, DEFECTIVE OR INSUFFICIENT WORK OR MATERIALS OF OTHERS, FORCE MAJEURE, OR OTHER CAUSES BEYOND THE CONTRACTOR'S REASONABLE CONTROL.

9. INDEMNIFICATION WHERE THE PROPERTY IS A BUSINESS, A RENTAL, OR OPEN TO THE PUBLIC

The Client shall advise the Contractor at booking whether the property is used as a business location, a rental, a construction site, or is otherwise open to tenants, customers, employees, other contractors, or members of the public. The Contractor may reprice or decline the booking on that basis. The Client retains sole control of its property and sole responsibility for its safe condition. If a general contractor, the Client shall also ensure site safety as provided by OSHA regulations and shall provide that all personnel on the site are properly trained in workplace safety around heavy equipment and excavations.

IF THE PROPERTY IS, OR BECOMES, A BUSINESS LOCATION, A RENTAL, A CONSTRUCTION SITE, OR IS OPEN TO TENANTS, CUSTOMERS, EMPLOYEES, OTHER CONTRACTORS, OR THE PUBLIC, THEN TO THE FULLEST EXTENT ALLOWABLE BY LAW THE 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, DEMANDS AND JUDGMENTS FOR CONTRIBUTION, JUDGMENTS, AND COSTS, INCLUDING REASONABLE ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE ARISING IN CONNECTION WITH OR RELATED TO SNOW OR ICE CONDITIONS AT THE PROPERTY, THE WORK SITE, OPEN EXCAVATIONS, EQUIPMENT OR MATERIALS ON THE PROPERTY, FACILITIES OR CONDITIONS THE CLIENT SHOULD HAVE BEEN MARKED OR DISCLOSED, THE CLIENT'S PLANS, DIRECTIONS, OR PROPERTY-LINE MARKERS, OR THE SERVICES PERFORMED UNDER THIS AGREEMENT. THIS PROVISION IS INTENDED TO BE READ AS BROADLY AS MAY BE HARMONIOUS WITH ALASKA LAW.

EXCEPTION: THIS SECTION DOES NOT APPLY TO CLAIMS ARISING SOLELY AS A RESULT OF THE CONTRACTOR'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. THIS EXCEPTION IS INCLUDED TO COMPLY WITH ALASKA LAW GOVERNING INDEMNITY AGREEMENTS AND IS INTENDED TO 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.

10. PAYMENT

Online bookings are paid in advance. Quoted work is paid as the quote states. Any balance — including additional hours, materials, trucking, and fees — is due upon receipt of invoice and is charged to the payment method on file, unless the quote or a written agreement with the Contractor provides otherwise. The Client shall keep a card or a bank account for ACH on file with the Contractor and authorizes the Contractor to charge each amount to it when due. A 3% Card Payment Convenience Fee applies to card payments and a 1% processing fee to ACH payments. Payments are made through a certified third-party processor; the Contractor does not retain card or bank account information. If any amount is not paid when due, the Contractor may suspend or decline further service, and the Client is responsible for reasonable collection costs and attorney fees. The Contractor reserves all lien rights under Alaska law for labor, materials, and equipment furnished to the property.

11. NOTICE OF SERVICE CONCERNS AND DAMAGE CLAIMS

The Client shall notify the Contractor of any concern with the quality or completeness of the work within seventy-two (72) hours, so that conditions can be inspected while they still exist. 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 and to repair at its option as provided by Alaska Statutes. Claims not reported within these periods are waived.

12. CONDITIONS BEYOND THE CONTRACTOR'S CONTROL

The Contractor is not liable for delay or failure to perform caused by weather, road or property impassability, equipment breakdown, utility or fuel interruption, utility locate delays, natural disaster, obstructions or conditions at the property, or other causes beyond its reasonable control nor liable for any damages arising in connection with such delays or failures to perform for these reasons.

13. 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 courts of the State of Alaska at Kenai, Alaska.

14. ELECTRONIC AGREEMENT AND PAYMENT AUTHORIZATION

In accordance with Alaska's Uniform Electronic Transactions Act, AS 09.80.010 and following, by approving the quote, completing the online booking, or signing electronically, the Client confirms that it consents to the use of electronic signatures, records, 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 and be bound by this agreement; that the person entering into this agreement has authority to do so and to make the payments provided for, and is in fact the person they claim to be; that it authorizes the Contractor to store its payment method with the Contractor's certified third-party processor and to charge it as provided in this agreement; and that it will receive electronic copies of all documents.

15. ENTIRE AGREEMENT

These terms and the accepted quote or booking are the entire agreement between the parties and supersede and control all prior discussions. Changes to the scope of work, billable hours, or schedule may be made by text or email between the Client and the Contractor. All other changes are effective only in a writing signed by both parties. If any provision is found unenforceable, the remaining provisions continue in effect. The release of liability, the limitation of liability, the indemnification, and the notice-of-claims provisions survive completion of the work and termination of this agreement for any reason.

ACKNOWLEDGMENT. By signing below, or by electronically approving the quote or completing the online booking, the Client confirms that it has read and agrees to be bound by these Terms of Service; that it has marked, or will mark prior to equipment arrival all property boundaries, hidden and buried objects and no-access areas on the property, and other items as required by this agreement, and that it specifically acknowledges the release of liability, the limitation of liability, and the indemnification provisions in Sections 7, 8, and 9. The signer represents that they are authorized to bind the Client.

Client Signature: _____ Date: _____

Printed Name: _____

Property Address: _____

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