

The Owner expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises.

Oxisix Inc. shall perform the work and services described in Schedules "A", "B" and "C" to this Agreement (the "Work") at the lands and premises municipally known as

1. Client Name & Address _____ (the "Premises")
for the period commencing the first day of November, 30th 2015 and ending the 15th day of April, 2016 . Schedules "A", "B" and "C" are to be read into and form part of this Agreement.
2. **PRIORITY CLIENT: 4cm + (residential driveways done with a (Tractor Snow Blower)**

A. Oxisix Inc. is only contracted to remove newly accumulated snowfall greater than 4cm in depth from the end of the driveway up-to but not limited to 12" from the Garage Doors. (If no garage doors, meaning could be "side of home" or "front of home") OxiSix Inc. does not include snow removal from the following areas; Walkway, Entrance Ways, Public Sidewalks, Private Walkways, Porch and Front/Side Door walkways and Garden paths leading from and to public sidewalks and driveways. Oxisix Inc. does not and is not responsible and or liable for any reason as noted in this agreement within the waiver of liability section (*i.e. Slip and Fall*). Where the Owner and Contractor cannot agree as to whether or not a Snowfall has occurred in any particular circumstance, the records from Environment Canada for the location nearest the premises will be utilized to determine.

B. OxiSix Inc. is not responsible for any "normal wear and tear" of the areas to be serviced. Normal wear and tear is considered: any scratching, cracking, chipping or gouging etc., of the pavement, gravel or concrete and/or portions of grass/ vegetation surfaces, retaining walls, berms, ground water drains, fences and or any other items not identified by the property owner in or adjacent to the serviced areas. OxiSix Inc. is also not responsible for any damages, legal or otherwise to other properties in which the property owner directs the operator to place the removed snow. The Property owner also accepts any and all responsibility and will hold the snow removal operator and his / her agents harmless for any future liabilities for; ice formations, placed or stored snow, or melted run off that may cause injury or physical peril related to contracted services of snow removal. Property Owner must also accept that all local, and federal by-laws can not be violated in placing unwanted snow on a public way in the process of performing any snow removal from said properties.

C. If Oxisix Inc. is delayed in the performance of any portion of the work by the presence of any vehicles, structures or equipment on the Premises which interfere with Oxisix Inc. ability to perform the work, or by an act or omission of the Owner, by the application of a Municipal By-Law, or by a stop work order (providing the order was not issued as a result of an act or omission of the Contractor), by labour disputes, lock outs, fire, or by any other circumstance reasonably beyond the contractor's control including heavy winter conditions, then the time for the performance of that portion of the Work shall be extended until such time as Oxisix Inc. is no longer delayed. Oxisix Inc. nor it's employees shall not be responsible for any damages or losses caused by the failure of the Contractor to perform that portion of the work during the time that Oxisix Inc. was delayed.

1. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the Parties.

2. The Contractor shall indemnify and hold harmless the Owner, its agents and employees from and against any claim for damages arising from an occurrence of bodily injury or the destruction of tangible personal property provided that the damages are caused by the negligence or breach of this Agreement by the Contractor, or by anyone for whom the Contractor is responsible in law, in the performance of this Agreement and provided that the Contractor is given notice of the claim by the Owner within a reasonable time following the occurrence but in any event within 48 hours of the Owner first acquiring knowledge of the circumstances of the claim. The Owner expressly waives the right to claim against for, or be indemnified by the Contractor from and against, any other claims and further agrees to indemnify and hold harmless the Contractor, its agents and employees from and against any claim for damages which are not caused by the negligence or breach of this Agreement by the Owner expressly acknowledges that it has physical possession of, is responsible for and has control over the condition of the Premises.

3. This Agreement constitutes the whole of the agreement between the Parties and supersedes all prior negotiations, representations or agreements. No act or failure to act shall constitute a waiver of any right or duty under this Agreement nor constitute an approval of or acquiescence in any breach of this Agreement unless expressly agreed to in writing by the Parties.

CLIENT ACKNOWLEDGES THAT SURFACE AREAS MAY STILL BE SLICK OR SLIPPERY. BE ADVISED SURFACE SNOW REMOVAL IN NO WAY GUARANTEES OWNERS' SAFETY, IT IS MERELY TO MAKE ACCESS MORE CONVENIENT. REGULAR ACCOUNTS WILL HAVE FIRST PRIORITY. WILL CALL CLIENTS WILL BE SERVICED ON A FIRST COME, FIRST SERVE BASIS. IT IS THE CLIENTS' RESPONSIBILITY TO MARK ON SITE ANY LOW LEVEL FIXTURES SUCH AS LANDSCAPE LIGHTS, IRRIGATION RISERS ETC. WITH REFLECTIVE SNOW MARKERS. Intial X. _____

INJURY/DAMAGE WAIVER

INDEMNITY: All work covered by the Contract done at the site of snow removal, or in preparing or delivering materials or equipment for any or all of them to the site, shall be at the sole risk of the CONTRACTOR. CONTRACTOR shall, with respect to all such work which is covered by or incidental to this Contract, indemnify and hold OWNER harmless from all claims for bodily injury and property damage that may arise from CONTRACTOR'S operations under this Contract, provided that any damage is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them.

The Owner acknowledges that some damage to the property of the Owner is reasonably foreseeable as a consequence of the Contractor's performance of this Agreement. Such reasonably foreseeable damage includes, but is not limited to, damage to low level fixtures such as landscape lights, irrigation risers, etc.; damage to concrete/asphalt caused by studded tires, plow feet or chains; damage to sod, grass, and landscaping caused by the piling of snow, and the application of ice melting products; and surface damage to curbs and asphalt due to the clearing and chipping of snow and ice.

I/We do hereby agree to all of the terms and conditions as set out above.

X _____ / _____ / _____
 Signature Date Printed Name