Service Terms & Liability Policy

Benny's Lawn Care & Snow Removal · Ottawa, Ontario
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Applies to all residential lawn care (summer) and snow removal (winter) services.

1. Agreement

These terms apply to every estimate, booking, seasonal agreement and one-time visit with Benny's Lawn Care & Snow Removal ("Benny's", "we", "us"). By accepting an estimate, signing an agreement or allowing us to start work, the customer ("you") agrees to these terms. If your signed agreement differs from these terms, your signed agreement applies to that point only.

2. Services and scope

Winter. Snow-blower clearing of residential driveways, with optional hand-cleared walkways, porches and steps, and ice-melt or salt where included or selected. We do not use plow trucks or heavy equipment, and we do not service commercial properties or parking lots.

Summer. Residential lawn care as described in your estimate, such as mowing, edging, string trimming, blowing off hard surfaces, bush trimming, weed removal and seasonal cleanups.

Only the services, areas and visit frequency written in your estimate or agreement are included. Anything else is extra and needs your approval in writing.

Weeds. Weed control means hand-pulling and trimming only. We do not apply pesticides unless your agreement says so in writing and the work is done by a properly licensed person, because Ontario restricts the cosmetic use of pesticides on lawns and gardens.

3. Slip, trip and fall (winter and year-round)

Snow removal and the application of salt or ice-melt reduce, but do not eliminate, slippery conditions. Ice can form or re-form at any time, including immediately after our visit, and during freezing rain, freeze-thaw cycles, drifting and melting. Benny's does not guarantee bare, dry or slip-free surfaces. Salting is an optional paid add-on for new enquiries and does not guarantee slip-free surfaces. Existing signed complimentary-salting terms continue to apply.

The property owner remains responsible for the safety of the property, for inspecting it between and after visits, for warning residents, tenants and visitors, and for taking any further steps they consider necessary.

To the fullest extent permitted by Ontario law, Benny's is not responsible for slip, trip or fall injuries, or related losses, occurring on the property, including after service and after salting or ice-melt has been applied, except where caused by Benny's own negligence in performing the services. Please tell us promptly if you notice an unsafe condition so we can respond.

Notice of a claim. Ontario law requires written notice of a snow or ice injury claim within 60 days of the injury. If you, a tenant or a visitor receives such a notice, or you learn of a fall or injury, send it or tell us in writing within 7 days so we can respond in time.

4. Weather and timing

Snow and lawn work depend on weather. Visit times are estimates, not guarantees. Service may be delayed or reduced by storm intensity or duration, freezing rain, road or route conditions, equipment failure, rain, wet lawns, growth rates, daylight, illness or safety concerns. Seasonal snow triggers, snowfall allowances and visit frequency are set out in your agreement. Municipal plows may leave a windrow across a cleared driveway after we have left; clearing it is not included unless your agreement says so.

Lawn work with power equipment is done within City of Ottawa noise by-law hours (not before 7 a.m. Monday to Friday or 9 a.m. on weekends and holidays, and not after 9 p.m.). Snow clearing is exempt from that by-law and may take place at any hour.

5. Your responsibilities

You agree to:

1 Keep the service area clear of vehicles, bins, hoses, toys, pet waste, cords, decorations and other obstructions, and keep pets indoors during visits.

2 Mark or tell us about anything hidden or fragile: sprinkler heads, low-voltage lighting, invisible fence wire, edging, pavers, drains, downspout extensions, curbs, loose interlock, uneven surfaces and similar items.

3 Give us safe access, including gates and any codes.

4 Provide accurate property details and photos, and confirm you are the owner or authorised to order service.

We may skip, stop or limit work that we judge unsafe, and unmarked or concealed items cannot be reliably avoided and are not our responsibility.

Roads and sidewalks. Snow is placed on your property. Provincial law and City of Ottawa by-laws prohibit pushing or blowing snow onto a public road or sidewalk. On tight lots we pile snow where it fits, and hauling it away, if needed, is extra and needs your written approval.

6. Property damage

We are responsible for damage caused by our own negligence. Report suspected damage within 48 hours of the visit, with photos, so we can inspect it while the cause can still be determined.

To the fullest extent permitted by Ontario law, we are not responsible for:

• Winter: damage to unmarked, hidden or concealed items; scratches or chips on gravel, loose-stone, cracked, heaved or uneven driveways and interlock; pre-existing defects; damage from frost, ice or municipal plows; and salt or ice-melt effects on concrete, asphalt, interlock, metals, lawns, plants or footwear and flooring tracked indoors.

• Summer: objects thrown by mowers or trimmers where the area was not cleared of debris; damage to sprinkler heads, wiring, lights or other items that were not marked; normal wear, scalping or edge marking on uneven or wet ground; lawn damage from drought, disease, grubs, pet urine, dull turf or watering restrictions; and plant damage from trimming within the scope requested.

• Pre-existing conditions, normal wear from seasonal service, weather, third parties, and losses from delayed or missed visits.

7. Insurance

Benny's is insured. Proof of insurance is available on request before service begins.

8. Photos and records

Our crews take before-and-after photos and keep visit records (including time and location) to document conditions and completed work. These are kept as service records and may be used to respond to a claim or dispute. We do not publish identifiable property photos for marketing without your permission.

9. Indemnity

To the extent permitted by law, you agree to indemnify Benny's against claims brought by your tenants, occupants, guests, visitors or other third parties for slip, trip, fall or similar incidents on your property, except to the extent caused by Benny's negligence or wilful misconduct. If you are a landlord or property manager, you confirm that you are responsible for informing your tenants of these terms.

10. Limitation of liability

Except where liability cannot legally be limited, Benny's total liability arising from the services (including any personal-injury or property claim) is limited to the amount you paid us for the season or visit in which the claim arose. We are not liable for indirect, incidental or consequential losses, including lost income, travel or alternative service costs. Nothing in these terms limits any right you have under Ontario consumer protection law.

11. Payment

Prices, taxes, payment schedule and accepted methods are stated in your estimate or agreement. Amounts are in Canadian dollars. Overdue balances may result in service being paused until the account is paid. Where the agreement allows, a late fee may apply.

12. Changes and cancellation

To change, pause or cancel service, notify us in writing. Notice periods, refunds and pro-rating are set out in your signed agreement and cancellation policy. We may suspend or end service where access is unsafe, payment is overdue, or the conduct on site puts our crew or equipment at risk.

13. Mid-season changes

If the property or services change during the season, we will issue a written amendment with the revised price before the change takes effect.

14. Governing law

These terms are governed by the laws of Ontario and the federal laws of Canada that apply there. If any part of these terms is found to be unenforceable, the rest continues to apply.

If you are a consumer, nothing in these terms waives or limits any right you have under Ontario's Consumer Protection Act, 2002, including any statutory cancellation right. Where these terms are unclear, they are read in your favour.

15. Acknowledgement

By signing or accepting service, you confirm that you have read and understood these terms, including the slip, trip and fall clause (section 3), the damage-reporting period (section 6) and the indemnity (section 9).

Customer name: _____ Signature: _____

Date: _____ Property address: _____