Seasonal Snow and Ice Management Agreement

Winter season 2026 to 2027

This Agreement is made as of _____, 2026 between Durham Property Renovations Incorporated, operating as DPR Landscapes (the "Contractor"), and the legal customer identified below (the "Owner"), for the snow and ice management services at the identified property (the "Property").

Contractor	Durham Property Renovations Incorporated DPR Landscapes Mailing: 190 Hillside Avenue, Oshawa, Ontario L1J 1S9 Physical: 9850 Duffs Road, Whitby, Ontario L0B 1A0
Contractor notice and service contact	Notice email: info@dprlandscapes.com 24-hour service telephone: (289) 987 4044
Service Property	Kal Tire 1290 Hopkins Street, Whitby, ON L1N 6A9
Owner primary and notice contact	Name: Gary Walker Email: Gary_Walker@kaltire.com Phone: 905-668-1420
Manager as agent if applicable	Manager legal name: _____ Disclosed principal: _____ Signing authority: _____
Owner legal / billing name	Kal Tire

1 Term

The service term begins on November 15, 2026 and ends on April 15, 2027, inclusive, unless terminated under this Agreement. Dates and service times refer to local time at the Property.

Services before or after the service term require a request from the Owner and written acceptance by the Contractor, subject to availability and agreed additional charges. Signing this Agreement does not start services before the service term.

2 Contract Documents and Priority

This Agreement includes these main terms, Schedule A Snow Removal and Ice Management Scope, Schedule B Service Selection Pricing and Payment, Schedule C Additional Charges, Schedule D Service Area Specifics, and the site map or detailed written service-area description approved by both parties.

A later written amendment signed or expressly accepted by both parties prevails to the extent of the stated change. Otherwise, these main terms govern legal matters; Schedule A governs service standards; Schedule B governs service selections, seasonal pricing and payments; Schedule C governs additional charges and the fuel adjustment; and Schedule D and the approved map or written scope govern site instructions, boundaries, exclusions and storage locations. A site instruction does not change a service standard unless the amendment expressly says so. Purchase order terms do not amend this Agreement unless expressly accepted in writing by the Contractor.

This Agreement replaces prior discussions, proposals and agreements about these services. Changes must be agreed in writing by authorized representatives. Nothing excludes liability for fraud or any right that cannot lawfully be excluded.

3 Standard of Performance

The Contractor shall perform the agreed services with reasonable care and skill, using suitable labour, equipment and materials, in compliance with applicable laws and municipal by-laws. The Contractor shall keep the resources reasonably required to meet the agreed service standards.

The Contractor controls the means, methods, sequence and timing of the work, subject to this Agreement and approved site instructions. The Contractor may use competent subcontractors and remains responsible for their performance of the services. No employment, partnership or agency relationship is created between the parties.

Snow and ice conditions can change between visits because of weather, drainage, traffic, shade and third-party activity. Services reduce hazards but do not guarantee bare pavement, continuous ice-free conditions or the absence of slips and falls. These limitations do not excuse negligent performance or failure to meet the express obligations in this Agreement.

4 Insurance WSIB and Personnel

Throughout the service term, the Contractor shall maintain commercial general liability insurance of at least $5,000,000 per occurrence, including its contracted snow and ice operations, and automobile liability insurance required by law for vehicles used in the services.

The Contractor shall provide a certificate of insurance on request. Any requirement to name the Owner as an additional insured must be agreed in writing before service starts and supported by an insurer-issued endorsement, limited to liability arising from the Contractor's operations as provided by the policy. A certificate alone does not amend coverage. The Contractor shall promptly advise the Owner of any known lapse or material reduction affecting the required coverage.

The Contractor shall use trained personnel and maintain WSIB coverage and good standing as required by law, providing a current clearance where applicable on request. The Contractor shall require appropriate insurance, training and WSIB compliance from subcontractors. The Owner shall maintain insurance appropriate to its ownership, occupancy and use of the Property.

5 Owner Responsibilities

The Owner is the legal customer responsible for payment and represents that it has authority to engage the Contractor and permit access to the Property. A property manager signing as agent shall identify its principal and authority. The Owner retains control of the Property and responsibilities outside the agreed services, including building systems, drainage, lighting and structural repairs.

Before service starts, the parties shall identify the service areas, excluded areas and snow storage locations in an approved map or detailed written description. The Owner shall disclose and reasonably mark known hazards, including raised concrete, curbs, drains, utility covers, speed bumps, fragile surfaces, low structures and concealed obstacles, and advise the Contractor of changes. The parties shall reasonably cooperate in a pre-season site review and record visible pre-existing damage.

The Owner shall provide safe access, gate codes and sufficient storage space, and arrange removal of vehicles, bins and other obstructions. The Contractor shall document and promptly report areas it cannot safely service, perform unaffected work where reasonably possible, and arrange a reasonable return after access is restored. The Contractor is relieved only to the extent an obstruction actually prevents performance, without relieving it from responsibility for its own negligence. Return work within the agreed scope is included; a special mobilization caused solely by continued or repeated obstruction requires an agreed extra charge.

The Owner shall promptly report hazards, injuries, damage and service concerns through the designated service contact, using the service telephone for urgent matters, and take reasonable interim precautions

for known hazards. The Owner shall arrange care for excluded areas. If salting is excluded, or is supplied only on request under Schedule B, the Owner shall arrange the ice monitoring, treatment and reapplication not expressly undertaken by the Contractor, including freezing rain and thaw-freeze conditions. This allocation does not reduce the Contractor's selected services, liability for its own negligence, or duties that cannot lawfully be excluded.

6 Indemnity and Claims

The Contractor shall indemnify the Owner and its directors, officers and employees against third-party claims for bodily injury, death or physical damage to tangible property, including reasonable defence costs, only to the extent caused by the Contractor's negligent acts or omissions, wilful misconduct or breach of this Agreement, or those for whom it is responsible at law.

The Owner shall indemnify the Contractor and its directors, officers, employees and subcontractors against such third-party claims and reasonable defence costs only to the extent caused by the Owner's negligent acts or omissions, wilful misconduct or breach of this Agreement, or those for whom it is responsible at law. Neither indemnity covers the portion caused by the indemnified party or persons for whom that party is responsible. Responsibility for a shared loss shall be allocated according to each party's contribution to it.

As between the parties, neither is liable to the other for indirect or consequential loss, including lost profit or business interruption. This exclusion does not apply to amounts payable under the third-party indemnities, bodily injury or death, physical property damage, fraud, wilful misconduct, or liability that cannot lawfully be excluded.

Each party shall notify the other of an incident or claim as soon as reasonably practicable, promptly provide relevant notices and legal documents, preserve relevant photographs, video and service records, notify its insurer as required, and cooperate reasonably in investigation and defence. Delayed contractual notice affects contractual recovery only to the extent of material prejudice, subject to applicable law. Neither party may admit liability or settle on behalf of the other without written consent, subject to insurer rights.

A notice received under section 6.1 of Ontario's Occupiers' Liability Act shall also be forwarded by personal service or registered mail to the persons required by that section. The Owner shall identify relevant occupiers and other snow contractors to enable compliance. Contractual email notices do not replace statutory service requirements. Nothing in this Agreement changes a statutory claim deadline, its exceptions, an injured third party's rights, or a duty that cannot lawfully be excluded.

7 Property Damage and Service Impacts

The Contractor is responsible for physical damage to the extent caused by its negligent acts or omissions. Subject to insurer requirements, the Owner shall allow a reasonable inspection and opportunity to propose repair, except where immediate action is reasonably necessary to prevent injury or further damage.

Ordinary wear and minor surface abrasion arising from properly performed services, and deterioration caused by freeze-thaw cycles or existing defects, are not a warranty claim against the Contractor. Where salting is contracted, properly selected and applied materials may affect vegetation, finishes or surfaces; known sensitivities and any required alternative product must be identified before service starts.

The Contractor is not responsible to the extent damage is caused by a hidden, unmarked, improperly installed or pre-existing condition, or an object left in a service area, rather than negligent performance. The Contractor shall use reasonable care around known hazards and shall not continue a method it knows is causing avoidable damage. Required repair of pre-existing defects is the Owner's responsibility.

8 Weather Delays and Force Majeure

Normal winter weather, ordinary equipment maintenance, staffing needs and usual supply fluctuations are anticipated service risks. An exceptional event beyond a party's reasonable control that could not

reasonably be prevented or overcome may extend performance only for the affected work and necessary period. Relevant events may include extraordinary storm conditions, road closures, government orders, fire or an exceptional regional supply interruption.

The affected party shall promptly explain a material delay, expected impact and available alternatives, take reasonable steps to reduce the impact and resume performance promptly. The Contractor shall use reasonably available backup resources for the selected services. Routine breakdown or a preventable shortage does not by itself excuse performance. Additional-cost substitute materials require approval under section 9. An event continuing for 14 consecutive days and materially preventing services permits either party to terminate the affected services on written notice, with settlement under section 12.

9 Changes and Extra Work

Changes and extras require written approval of scope and price, or an agreed calculation method, by an authorized representative before work is performed. Email approval is sufficient unless Schedule D expressly requires a purchase order. Included work is not an extra. Selecting per-application salting in Schedule B2 authorizes the selected dispatch arrangement at the rate in Schedule C1. Separate approval for each application is required for request-only service or where expressly stated in Schedule D.

The Owner shall obtain any required purchase order before extra work begins. The Contractor is not required to perform unauthorized extra work. If urgent work outside scope is proposed, the Contractor shall contact the emergency representative, document the hazard and seek approval. No emergency spending authority is implied unless expressly recorded in Schedule D.

Approved extras shall be charged at Schedule C rates. If no applicable rate is stated, the parties shall agree to the price or rate before work starts. Approved extra invoices are payable within 15 days and are subject to HST.

10 Payment Terms

The Owner shall pay the seasonal price in Schedule B1, separately chargeable salting applications and authorized extras at Schedule C1 rates, and any fuel adjustment under Schedule C2. All amounts are Canadian dollars and HST is additional unless expressly included. The seasonal price covers availability and the selected seasonal services throughout the term and does not vary with snowfall or the number of included visits. Per-application charges are additional to the seasonal price only where Option 2 is selected in Schedule B2.

The Contractor shall issue five seasonal invoices on or about the dates in Schedule B and invoice per-application salting monthly in arrears, with dated service details. Invoices are due 15 calendar days after issue unless expressly stated otherwise. The Owner shall promptly explain a good-faith invoice dispute in writing and pay undisputed amounts when due. The parties shall work promptly to resolve the dispute.

After a five-calendar-day grace period following the due date, an undisputed overdue amount bears simple interest at 12% per annum, calculated daily on the overdue principal only and not compounded, or the maximum lawful rate if lower. No separate late payment fee applies. Suspension for non-payment is governed exclusively by section 12.

The fuel adjustment in Schedule C2 is the only automatic fuel surcharge permitted by this Agreement. No salt, material or other surcharge applies without a separate written agreement stating its trigger, calculation, affected period and maximum charge. A notice alone does not change an agreed rate or the fuel formula.

11 Renewal

There is no automatic renewal. A further season requires written acceptance by both parties of the new term, scope and prices. Unless otherwise agreed, the proposed seasonal price increase shall equal the change between Statistics Canada's annual-average all-items Consumer Price Index for Ontario for the

two most recent completed calendar years, subject to a minimum increase of 1% and a maximum increase of 8%. Per-application and extra-work rates for a renewed term require written agreement.

The Contractor shall provide any renewal offer at least 45 days before the next proposed service term. If that timing is not met, renewal remains subject to the Owner's written acceptance. Neither party is required to renew.

12 Suspension and Termination

Either party may terminate without cause on 60 days' written notice. Services and payment obligations continue during the notice period. A sale, tenancy change or replacement of a property manager does not itself terminate this Agreement or release the Owner from payment obligations.

For non-payment, the Contractor may suspend after the five-day payment grace period and at least seven calendar days' further written notice identifying the overdue undisputed amount and the suspension date and time, if the default remains uncured. For another material breach, either party may terminate after seven calendar days' written notice and opportunity to cure; a breach requiring longer shall be addressed diligently under a reasonable agreed plan. If a payment suspension continues for seven days, the Contractor may terminate by further written notice.

The Contractor may immediately suspend only the affected work where there is an imminent safety risk or unlawful instruction, and shall promptly notify the Owner, explain the affected areas and continue safe, unaffected work. On suspension or termination, the Contractor shall identify the effective time and known unresolved hazards so the Owner can arrange interim protection or replacement services. The Contractor shall resume a payment suspension promptly after cure, advising of the expected return time. These provisions do not release either party from liability for its earlier acts or omissions or non-excludable duties.

On expiry or termination, reconcile the seasonal fee at the seasonal price divided by the total calendar days from November 15 through April 15, inclusive, for each elapsed service day. Prorate a partial day before the effective termination time. Credit the same daily rate for days when the Contractor suspends all field services included in the seasonal price, even if weather monitoring continues; prorate partial days. Apply credits on the next invoice or final statement. Add properly performed per-application services, authorized extras and fuel adjustments, and deduct payments. Any balance or refund is due within 15 days of the final statement. Proven breach remedies remain available without double recovery.

13 Notices

Contractual notices shall be in writing and delivered by hand, courier or email to the parties' notice contacts on the first page, as updated in writing. Statutory notices and legal process must be served using the methods required by applicable law.

An email notice is received when acknowledged or, if no delivery failure is received, at 9:00 a.m. on the next Business Day after sending. A Business Day excludes Saturday, Sunday and Ontario statutory holidays. Urgent service requests shall also be made by telephone and are not delayed by this contractual notice rule.

14 Governing Law and Disputes

This Agreement is governed by Ontario law and applicable federal Canadian law.

The parties shall first attempt in good faith to resolve disputes through authorized representatives. Either party may bring proceedings in an Ontario court or tribunal with jurisdiction. Any mediation or arbitration requires a separate written agreement and does not prevent urgent relief or preservation of a claim deadline.

15 General Provisions

Neither party may assign this Agreement without the other's written consent, not to be unreasonably withheld. Subcontracting under section 3 does not transfer the Contractor's contractual responsibility. A consented assignment does not release the assigning party unless the other party expressly agrees.

An unenforceable provision shall be severed only to the extent necessary, leaving the rest effective. A failure or delay in enforcing a provision is not a waiver. Accrued payment, indemnity, claims cooperation, record preservation and dispute provisions survive expiry or termination to the extent relevant.

The parties consent to electronic delivery and execution and may sign counterparts that together form one agreement. Each shall receive a complete copy with the approved schedules and map or written service areas. Each signatory represents authority to bind the identified party; signing for a corporation does not by itself create a personal guarantee.

Schedule A Snow Removal and Ice Management Scope

A1 Monitoring and Plowing Trigger

The Contractor shall monitor relevant weather forecasts, warnings and reported conditions to plan the services selected in Schedule B, assess conditions observed during visits, and respond reasonably within those selected services. Continuous on-site monitoring and scheduled physical patrols apply only if expressly included in Schedule D. Where salting is excluded or provided only on request, weather monitoring for snow clearing does not create an independent ice-patrol or automatic salting obligation. Material hazards actually observed shall be reported promptly to the Owner.

The plowing trigger is 5 cm of accumulation in the serviced areas. Five centimetres controls; any reference to two inches is approximate. The Contractor may attend earlier where conditions reasonably warrant. An event ends when accumulation has ceased for two consecutive hours. For the completion target in A2, time runs from when accumulation ceased; the two-hour confirmation period is included in the six-hour target.

Site observations and reliable local weather information shall guide decisions. Environment and Climate Change Canada or other recognized weather records may support an assessment, recognizing that actual conditions can differ at the Property. Renewed accumulation or drifting shall be assessed reasonably and shall not automatically reset obligations for previously accumulated snow.

A2 Snow Plowing

The Contractor shall plow and clear only the approved service areas. During a prolonged storm, the Contractor shall make interim passes where reasonably necessary to keep the included priority entrances, exits and pedestrian routes usable, subject to safe operations. Detailed cleanup may follow when accumulation eases and traffic permits.

The Contractor shall use reasonable efforts to complete post-event plowing within six hours after accumulation ceases, as defined in A1. This is a service target, not a guarantee unaffected by conditions. A justified delay under section 8 or actual site obstruction extends the target only to the extent necessary; the Contractor shall communicate a material delay and expected return.

Included entrances, exits, walkways, stairs and pedestrian doors shall be cleared mechanically as reasonably required where safely reachable. Ordinary return clearing of municipal windrows affecting included entrances is included during the term. Obstructed areas are governed by section 5. Public sidewalks are included only if expressly identified in Schedule D or the approved map or written scope. Any salting of these areas is governed separately by the selected salting option.

Snow shall be placed in approved storage locations using reasonable care to avoid obstructing fire hydrants, emergency exits, required pedestrian routes, drainage or traffic sightlines. If safe storage is insufficient, the Contractor shall promptly notify the Owner and seek approval for relocation or hauling rather than knowingly create an unsafe obstruction.

Snow pile relocation, off-site hauling and disposal are extras under Schedule C. The Owner shall not be charged for relocation needed to correct the Contractor's improper placement. Roof work, structural ice removal, indoor areas and repair of drainage or building defects are excluded unless expressly added in writing.

A3 Salting

The following salting obligations apply only to areas and services selected in Schedule B2 and identified in the approved map or written scope, with site instructions in Schedule D. For seasonal-included or per-application salting, rock salt is the standard material unless otherwise agreed. The Contractor shall select and apply material reasonably suited to the conditions and surfaces. The seasonal price or applicable Schedule C1 rate includes application labour, equipment and rock salt; an additional-cost alternative product requires prior written approval.

For seasonal-included salting, or per-application salting with automatic dispatch selected, the Contractor shall assess the need for treatment below the plowing trigger, after clearing, during freezing rain and during thaw-freeze conditions, and treat or re-treat as reasonably required. Separate approval for each application is unnecessary. If per-application salting is selected as request-only, attendance follows an authorized Owner request; the Owner arranges independent ice assessment and treatment between requests. An authorized telephone or written request is sufficient at the agreed application rates and shall be recorded in the service log.

Salting materials require time to work and may have reduced effectiveness in low temperatures or continuing precipitation. Within the selected salting service, the Contractor shall reasonably assess the need for further treatment or suitable alternatives and communicate material limitations. No guarantee of bare pavement is given. If salting is excluded, the Owner arranges its own ice-management measures; supplying a salt bin refill alone does not create a treatment or inspection service. For request-only service, reassessment occurs during authorized attendances; any later attendance requires an authorized request.

For a request within the selected salting service, the Owner shall call the service telephone and identify the hazard and location. The Contractor shall acknowledge it as soon as reasonably practicable and use reasonable efforts to attend within three hours, subject to section 8 and safe access. The Owner shall take reasonable interim precautions. Such work is included under seasonal-included salting or billed at the agreed application rate under per-application salting. A request where salting is excluded, or outside agreed areas, requires the Contractor's written acceptance of scope, price and timing; no standing response target applies to that extra.

Only vehicle areas, pedestrian routes and door approaches designated for salting shall receive treatment under the selected salting option. Material runoff, roof discharge or refreezing hazards observed by the Contractor shall be reported to the Owner for repair. While a defect is addressed, any treatment remains governed by the selected salting service, dispatch mode and rates. No excluded area becomes an included salting area merely because it is plowed or appears in a service report.

A4 Service Records and Communication

The Contractor shall keep electronic service records identifying dates, attendance times, work performed, actual salting applications and treated areas where applicable, observed conditions, and areas not serviced with reasons. An inspection-only attendance shall not be billed as a salt application. Records and supporting evidence shall be retained in accordance with law and insurer requirements and preserved longer for known or reasonably anticipated claims.

The Owner's designated recipients shall receive automated arrival and departure notifications generated by GPS geofencing through the Contractor's service platform, and a completion report identifying the services actually performed and available weather and site details. The Contractor shall use reasonable efforts to deliver notifications in real time and delayed reports after system interruptions. A geofence event alone is not proof that every task or area was completed or that salting occurred.

Service reports shall be made available electronically after visits, with monthly logs on request. Any later correction shall preserve the original record and identify the correction. Access to the platform is for service information and does not replace urgent telephone reporting.

The Contractor shall maintain a designated winter service telephone available for 24-hour communication during the service term. The Owner's primary contact on page 1 is the default emergency contact and report recipient. The Owner shall provide a current telephone number and may identify additional or replacement contacts in Schedule D or by written notice. This is a winter service contact, not an emergency response service; immediate threats to life shall be reported to emergency services.

Schedule B Service Selection Pricing and Payment

B1 Seasonal Price

Service term	Snow clearing	Salting	Monthly Cost	Seasonal price
Nov 15, 2026 to Apr 15, 2027	Unlimited Included	Unlimited Included	$2,300.00 + HST	$11,500.00 + HST

Payable in five installments of $2,300.00 plus HST each. Installments must total the seasonal price, with any rounding adjustment on the final invoice.

Invoice dates: November 15 and December 15, 2026; January 15, February 15 and March 15, 2027. Each is due 15 calendar days after issue. The final installment covers services through April 15. Per-application services, extras and fuel adjustments are billed separately.

B2 Salting Selection

Select exactly one salting option before signing. No selection, multiple selections or an incomplete applicable rate must be resolved in writing before services begin.

☒ **OPTION 1: Unlimited plowing and salting included**

The seasonal price includes selected snow clearing and salting, standard rock salt, application labour and equipment, monitoring and reasonably required repeat applications. No separate salting application charge applies.

☐ **OPTION 2: Unlimited plowing plus salting billed per application**

The seasonal price covers snow clearing. Salting is additional at the per-application rate in Schedule C1. Select one dispatch mode:

☐ **Automatic**

DPR assesses the Property and applies salt as reasonably required. Signing authorizes these applications at the agreed rate.

☐ **Request only**

The Owner arranges ice monitoring and requests each treatment. A request from a listed authorized representative authorizes the agreed application rate.

☐ **OPTION 3: Unlimited plowing only with salting excluded**

DPR does not undertake salting or ice patrols. The Owner arranges ice assessment, treatment and reapplication between snow visits and during freezing rain or thaw-freeze conditions. DPR reports material hazards actually observed. This does not waive liability for DPR's negligence or non-excludable duties.

Owner initials: _____

No snowfall, visit or material cap applies to included seasonal services unless expressly amended. A quiet winter creates no rebate, subject to section 12. Only designated areas are included; bin refills remain separate.

B3 Payment Method

Select one primary payment method. Cheques must be payable to Durham Property Renovations Incorporated. Reference the invoice number on every payment. Selecting a method does not change invoice due dates.

☐ **1. Post-dated cheques for the five seasonal installments**

Provide the complete set before service begins, dated for the agreed payment due dates. Per-application services, fuel adjustments and extras will be paid by the following selected method:

☐ E-transfer ☐ Wire transfer ☐ Mailed cheque

☐ **2. Wire transfer**

Banking instructions will be sent if this option is selected. The invoice identifies the payment reference and amount. Verify any change to banking instructions directly with DPR using a known telephone number.

☐ **3. E-transfer**

Use the recipient shown on the invoice or confirmed payment instructions. Multiple transfers over one 24-hour period are accepted to accommodate daily limits. Use the same invoice reference on all transfers and complete the full amount by its due date.

Mail cheques for separately invoiced charges, where selected, to the mailing address on page 1. Allow delivery time so they are received by the due date. Cheques are subject to clearance; a dishonoured cheque does not discharge the payment obligation. Wire or e-transfer payment is received when funds are credited to DPR.

Invoicing Details:

Billing Name: Kal Tire Whitby
Invoice Email: Gary_Walker@kaltire.com

Purchase order or billing reference if required:

_____

All amounts are in Canadian dollars and HST is additional. Complete the pricing, service selections, applicable rates and payment selections before execution.

Schedule C Additional Charges

C1 Additional Charges

Service	Rate	Conditions
Salting Per Application Cost	N/A - included in seasonal price	No separate application charge applies under the selected all-inclusive service.
Remove snow from site using a triaxle dump truck, approximately 20 cubic yards	$1,500 per load plus HST	Subject to availability, safe loading and legal weight limits.
Remove snow from site using a tandem dump truck, approximately 14 cubic yards	$1,200 per load plus HST	Subject to availability, safe loading and legal weight limits.
On-site snow pile relocation, including truck, trailer, loader and operator	$475 per hour plus HST	Three-hour minimum. Billable time starts when equipment leaves the DPR yard and ends when it returns.
Salt bin refill	$145 per full bin refill plus HST	Record the amount filled as 1/4, 1/2, 3/4 or full. Partial fills are billed at the corresponding fraction of the full-bin rate.

C2 Fuel Price Adjustment

The Contractor may charge a monthly fuel adjustment only where the applicable monthly average price exceeds $2.00 per litre for regular gasoline or $2.75 per litre for diesel. These thresholds are fixed for the service term.

Each monthly average shall be the arithmetic average of Natural Resources Canada's weekly Toronto tax-included retail prices dated within that service month, converted to dollars per litre. If that series is unavailable, the Government of Ontario Toronto East weekly retail series shall apply for that month. If neither series is available, no adjustment shall be charged until both parties agree in writing to a replacement source.

The adjustment rate shall equal 10% of the percentage by which the applicable monthly average exceeds its threshold, subject to a maximum adjustment of 3% of eligible monthly service fees. Where both gasoline and diesel are used to service the Property during the month, their percentage increases shall be weighted equally, with no negative increase applied for a fuel at or below its threshold. Where only one fuel is used, that fuel alone shall determine the rate. The rate shall decrease with the monthly averages and shall be zero when no applicable threshold is exceeded.

The adjustment shall apply once, before HST, to the seasonal fee earned during the calendar month under the daily allocation in section 12, less credits, plus actual per-application salting charges. Hauling, relocation, bin refills, material-only sales, taxes, interest, administrative fees and previous surcharges are excluded. The adjustment shall not compound.

The Contractor shall invoice any adjustment monthly in arrears and provide the source link, monthly averages, fuel weighting, eligible fee base, rate and charge. The rate shall be rounded to the nearest 0.01 percentage point and the charge to cents. The Contractor shall give the Owner at least seven days' written notice before the first fuel-adjustment invoice. No other automatic fuel surcharge shall apply.

Schedule D Service Area Specifics

Owner: Complete the fields below before signing. Mark items that do not apply as N/A. Site instructions supplement the approved map or written scope; changes to services or charges require written agreement.

Site Requests and Treated Salt

List areas requiring treated salt or special handling, known hazards, and other site instructions. Treated salt carries an additional charge only when its scope and price are agreed in writing before service.

All-inclusive snow clearing and salting of included private vehicle areas, walkways and pedestrian doors. Municipal sidewalks and public roads are excluded.

Additional Snow Report Contacts

List names and email addresses for additional report recipients. Include a phone number for any additional or replacement emergency contact.

_____

_____

Representatives Authorized to Approve Extras

List each person authorized to approve extras on the Owner's behalf, with their name, phone number, email, spending limit and any purchase order requirements. Approval is limited to the authority stated.

_____

_____

Snow Storage Locations

Identify the agreed locations where snow may be stored.

_____

_____

Gate Access Codes

Provide gate codes, access hours and any access instructions.

_____

_____

General Notes

Include any additional instructions or requests.

Keep scrap-metal bin, container access and private shop ramp/door approaches unobstructed.
The service-area map and precise included/excluded boundaries must be agreed and attached before signing.

_____

_____

Execution

The parties agree to this Agreement, including the completed schedules and approved scope attachment. Each signatory confirms authority to bind the identified party and acknowledges receipt of the complete Agreement.

CONTRACTOR	OWNER
Durham Property Renovations Incorporated	Legal name: Kal Tire
Authorized signatory: Jordan Rout	Authorized signatory: _____
Title: Co-Owner	Title or agency capacity: _____
Signature:	Signature: _____
Date: _____	Date: _____