

TENANT SNOW REMOVAL AGREEMENT - ONTARIO

Premises Address: _____ Agreement Date: _____

Parties:

Landlord Name: _____

Tenant Name: _____

Recitals:

WHEREAS the Tenant is the occupant of the Premises described above; and WHEREAS the Landlord and Tenant desire to set out the terms and conditions under which the Tenant agrees to provide snow removal services at the Premises.

1. Scope of Snow Removal Services:

The Tenant agrees to remove snow from the sidewalks, driveways, walkways, and other common areas of the Premises to ensure safe access and egress. Snow removal shall be performed in a timely and workmanlike manner following each snowfall that accumulates more than 2 centimetres.

2. Equipment and Materials:

The Tenant shall provide all necessary equipment and materials to perform the snow removal services, including but not limited to shovels, snow blowers, salt, and sand.

3. Service Standards:

Snow removal services shall be conducted during reasonable hours, generally between 7:00 AM and 9:00 PM, unless emergency conditions require otherwise. The Tenant shall clear snow and ice to prevent hazardous conditions and shall apply salt or sand as necessary for safety.

4. Tenant’s Responsibility and Liability:

The Tenant accepts responsibility for the proper execution of snow removal services and shall be liable for any damages or injuries caused by negligence or failure to perform the agreed services. The Tenant shall indemnify and hold harmless the Landlord from any claims arising out of snow removal activities performed by the Tenant.

5. Landlord’s Responsibility:

The Landlord shall maintain insurance coverage for the Premises and notify the Tenant promptly of any hazardous conditions not related to snow or ice that may affect the Tenant’s ability to perform the snow removal services.

6. Term:

This Agreement shall remain in effect for the duration of the tenancy, commencing on the date this Agreement is signed

by both parties, and shall automatically renew with the tenancy unless terminated in writing by either party upon at least 30 days' notice.

7. Termination:

Either party may terminate this Agreement by providing written notice at least 30 days prior to the intended termination date. Termination of this Agreement shall not affect any obligations or liabilities accrued prior to termination.

8. Compliance with Laws and By-laws:

The Tenant shall perform all snow removal services in compliance with all applicable federal, provincial, and municipal laws, regulations, and by-laws, including safety standards.

9. Insurance:

The Tenant shall maintain adequate liability insurance covering the snow removal activities and provide proof of such insurance to the Landlord upon request.

10. Indemnity:

The Tenant agrees to indemnify and hold the Landlord harmless from and against any claims, damages, or expenses arising out of the Tenant's performance or non-performance of snow removal services, except to the extent caused by the Landlord's negligence.

11. Dispute Resolution:

Any disputes arising out of or relating to this Agreement shall be resolved first through good faith negotiation between the parties. If unresolved, disputes shall be submitted to mediation before any legal action is taken.

12. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

13. Entire Agreement:

This Agreement constitutes the entire understanding between the Landlord and Tenant with respect to the subject matter and supersedes all prior agreements, representations, or understandings, whether written or oral.

14. Amendments:

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

LANDLORD'S SIGNATURE

TENANT'S SIGNATURE

Signature: _____

Signature: _____

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