

TERMS OF SERVICE

1. **SERVICE TERM.** The term of service for each client is represented here, their agreement with Red Oak Sanitation. Contracted clients must see their specific agreement and subscription clients are contracted under these terms on a monthly, or payment term, basis. All clients must read the following Terms of Service. By making payment, you agree to these Terms of Service.
2. **SERVICES RENDERED.** Client grant **Red Oak Sanitation Inc. (Service Provider)** the right to collect and dispose of their residential waste materials and agrees to make by draft the monthly payments, from a single account. Service Provider agrees to furnish such services and equipment specified in accordance with the terms of this Agreement. Service Provider has parameters and conditions of the waste which can be disposed of each weekly pick up. They are as follows:
 - a. *All waste material and carts must be curbside, the night before the service day.*
 - b. *Trash; the one ninety-five (95) gallon cart supplied, plus 3 extra trash bags not exceeding 30 gallons. Extra trash cannot consistently exceed 30 gallons, or an additional cart will be required for \$10/month.*
 - c. *Recycling; for those with recycling service, the one ninety-five (95) gallon cart or eighteen (18) gallon bin for recycling and all recycling material must meet the recycling guidelines.*
 - d. *Yard waste; for those with yard waste removal, up to eight (8) bundles/bags of yard waste will be taken per week. Yard Waste must be contained in bundles, bags, or small containers designated as yard waste. Bundles must be cut and tied in sections no longer than three feet in length and twelve inches in diameter. Yard waste cannot exceed twenty pounds in weight per bag/bundle. Large loose items, such as branches & limbs, cannot exceed three feet or 3 inches in diameter. Red Oak is not a tree service and as such does not take logs, or stumps.*
 - e. *All waste, except recycling, must be bagged. All waste must be in the proper containers. Packing Peanuts must be bagged and bags tied off to prevent the packing peanuts from blowing all over the community.*
 - f. *Moving boxes: if not recycling boxes, up to thirty (30) are accepted per week and must be broken down completely flat, tied with twine and placed curbside. If recycling boxes, unlimited boxes broken down completely flat, tied with twine in manageable bundles and placed curbside.*
 - g. *Recycling accepted; plastics one through seven (1-7), paper (including newspaper, magazines, office paper, envelopes), cartonboard (cereal boxes, shoe boxes), cardboard, tin and aluminum cans. Please rinse all containers. **Styrofoam and glass are not accepted.** Please refer to our Recycling list.*
 - h. *Service Provider will not take any construction debris, rock, dirt, sod, railroad ties, concrete, paint, oil, logs or trees.*
 - i. *Christmas tree removal is available for the two weeks following New Years. Tree must be cut, and all sections must be shorter than 4 feet for disposal purposes, multiple cuts may be required based on size of tree.*
 - j. *One Bulk item will be removed weekly per household at no additional charge. If assistance is needed with removing white goods or other bulk items, Call Jerry; Carefree Salvage at 470-302-0064.*
3. **WASTE MATERIAL.** Client represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used in these Terms and Condition shall mean solid waste generated by Client excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include but not limited to any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976 as amended or applicable state laws, such as the Georgia Comprehensive Solid Waste Management Act 1990. Contractor shall acquire title to the waste material when it is loaded into Contractors trucks. Title to and liability for any waste excluded above shall remain with Client and Client expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above.
4. **EQUIPMENT AND SERVICE.**

- I. **RESPONSIBILITY:** The equipment furnished hereunder by Service Provider shall remain the property of Service Provider, however, Clients acknowledge that it has care custody and control of the equipment while at their location and accepts full responsibility, financial or otherwise, for all stolen, lost, taken, loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Client agrees not to overload (by weight or volume) move or alter the equipment only for its proper and intended purpose. Client agrees to indemnify, defend and hold harmless Service Provider, against all claims, damages, suits, penalties, fines, and liabilities for damages, injury or death to persons or loss or damage to property arising out of Clients use, operation, interference or possession of the equipment.
- II. **ACCESS:** Clients agree to provide unobstructed access for the equipment on the scheduled collection day. If the equipment or Client is inaccessible so that the regularly scheduled pick up cannot be made, Service Provider will promptly notify the Client and afford the Client's reasonable opportunity to provide the required access; however, Service Provider reserves the right to charge any additional fee for any additional collection service required by Client's failure to provide such access.
- III. **DEFINITION:** The word "EQUIPMENT" as used in these Terms and Conditions shall mean, but is not limited to, all trucks, chippers, vehicles, tools, containers, carts, buckets, cans, bags or bins used for the municipal solid waste removal, yard waste, and recycling or any other material.
- IV. **EXCUSED PERFORMANCE.** Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control, whether or not foreseeable, including, but not limited to, severe weather, strikes, labor disputes or issues of any kind, riots, imposition of laws or government orders, fires, acts of war or terrorism, acts of God, or the inability to obtain equipment and the affected party shall be excused from performance during the occurrence of such events and such failure shall not constitute a Default under Agreement.

5. CHARGES, PAYMENT, CANCELLATIONS.

- I. Client shall pay Service Provider, on a monthly basis in advance, for the collection and disposal of household waste the total sum due for monthly services. Client shall make payment by the first (1st) business day of each month the total due. Any additional equipment or services shall be charged at that time, and also due by the first (1st) business day of the month.
- II. A processing fee of \$.50 will be assessed for every debit or credit card payment processed for subscription clients, those that use ACH for their payment processing will not incur a fee for this service. Master Accounts will incur a payment processing fee of 3.5% for each debit or credit card payment processed. Those Master Accounts that use ACH will not incur a fee.
- III. Past due invoices will incur a late fee and may experience services interrupted until payment is made in full.
- IV. Accounts 30 days past due will be placed on stop service, if not already, and in collections and the Client is financially responsible for all collection fees, attorney fees, filing fees, court costs and all other fees associated with the collection process.
- V. Clients wishing to cancel their service, must call the office and speak to a Client Services Representative or a Manager of Red Oak. Voice messages, emails, text messages, mailed notes on invoices or letters will not be accepted. Client and the Red Oak Representative will need to see the terms and conditions of any written agreement that may exist. If there is no written agreement, Clients will be released from the monthly service agreement at the end of the month.
- VI. Due to the volatility of the oil markets. Contractor reserves the right to initiate a fuel/environmental charge to offset oil market changes if diesel reaches or exceeds \$3.00 per gallon. This charge helps contractor keep up with the changing costs of fuel and provides the stability needed to continue to maintain the high level of service our clients expect and deserve. Fuel/environmental charges are common in the transportation industry and are charged in the waste industry, trucking and shipping industries, and the national airline carriers. This fuel/environmental charge is not a tax or surcharge imposed by or remitted to any governmental or regulatory agency; it is the contractors charge.