



RIGHT AWAY DISPOSAL
Terms and Conditions of Residential Service

SERVICE: Right Away Disposal hereby agrees to provide one 95 gallon container with service two times per week. All refuse must be placed within the company provided container and must be placed curbside by 6:00 a.m. the scheduled service day. Containers must be free and clear of all obstruction in order to be serviced on collection day. Any additional service requirement must be called in to Right Away Disposal and scheduled 24 hours prior to service day. Additional containers can be provided for an extra charge. Should the customer have such requirement, please call our office for pricing and to set up delivery of the additional containers. Certain items are not acceptable for pick up, such as: Paint, Batteries, Tires, Antifreeze, Medical Waste, Gasoline, Hazardous Waste, Toxic Waste, Propane Tanks, Oils, Refrigerators, Dead Animals, Freezers, and Ice Makers.

PRICE: In exchange for the service performed pursuant to the "service" schedule, each residence agrees to pay Right Away Disposal according to the rate provided to them, in advance on a quarterly basis, unless agreed upon otherwise. Any unpaid balance on account may be subject to collection fees and placed as a possible lien in accordance with local and state laws.

SUSPENSION: If any amount due from customer is delinquent for not paid within 45 days after the date of Right Away Disposal's invoice, Right Away Disposal may without notice, suspend collecting and disposing of waste materials until customer has paid such amount to Right Away Disposal. If Right Away Disposal suspends service, customer shall pay company a service interruption fee in an amount determined by Right Away Disposal in its discretion up to the maximum amount allowed by applicable law.

RESPONSIBILITY FOR EQUIPMENT; ACCESS: Any equipment Right Away Disposal furnishes shall remain Right Away Disposal's property. Customer shall be liable for all loss or damages to such equipment (Except for normal wear and tear and for loss or damage resulting from Right Away Disposal's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Right Away Disposal from and against all losses arising from any injury or death to persons or loss or damage to property (Including the equipment) arising out of customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Right Away Disposal may charge an additional fee for any additional collection service required by customer's failure to provide access.

DAMAGE TO PAVEMENT: Right Away Disposal shall not be responsible for any damages to customer's pavement, curbing or other driving surfaces resulting from Right Away Disposal's providing service at customer's location.

PAYMENT: Customers shall pay Right Away Disposal for the services and equipment furnished by Right Away Disposal at the rates provided in this agreement. Without limiting the foregoing, customer shall pay Right Away Disposal a fee of \$25 (which Right Away Disposal may increase by notice to customer) for each check submitted by customer that is an insufficient funds check or is returned or dishonored. Customer shall pay Right Away Disposal within 30 days after the date of Right Away Disposal's invoice. If Right Away Disposal becomes concerned regarding the customer's credit or if customer has made any late payments, Right Away Disposal may request a deposit in an amount equal to one month's charges under this agreement and if requested customer shall pay.

RATE AND ADJUSTMENTS: Right Away Disposal may, by notice to customer, increase the rates provided in this agreement to adjust for any increase in: (A) Disposal costs; (B) Transportation costs due to a change in location of customer disposal facility used by Right Away Disposal; (C) The consumer price index for all urban consumers; (D) The average weight per cubic yard of customer's waste materials above the number of pounds per cubic yard upon which the rates provided in this agreement are based as indicated on the cover page of this agreement; or (E) Right Away Disposal's costs due to changes in applicable laws. Right Away Disposal may increase rates for reasons other than those set forth above by notice to customer in writing.



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