

SEYREK SEALERS & DISPOSAL, LLC

Disposal Service Terms and Conditions

SERVICES PROVIDED. Seyrek Sealers and Maintenance, LLC will provide Customers with trash and recycles collection on a weekly basis. Please note Terms and conditions are marked approved upon payment of invoice.

CUSTOMER WARRANTIES. Waste / recycling shall not be or contain any unacceptable waste. "Unacceptable waste" means: Waste that is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law. Customers are responsible for any and all damage to the garbage tote and/ or recycling bin (meaning, plow damage, paint, vandalism, etc.) There will be up to a **\$75.00** (plus tax) fee for replacement of garbage tote and / or recycling bin. No more than three standard size and weight garbage bags in addition to the garbage tote will be allowed for pick up weekly. Any more than 5 bags (counting both garbage and yard debris) will be charged at **\$5.00** per bag.

INSPECTION; TITLE TO AND REJECTION OF WASTE. Seyrek Sealers and Maintenance shall have the right to inspect, analyze or test any waste delivered by Customer. Title to and liability for unacceptable waste shall remain with customer at all times. If customer waste is unacceptable waste, Seyrek Sealers and Maintenance has the option to reject unacceptable waste and return it to customer, or require customer to remove and dispose waste at customer's expense. Appliances are picked up separately from your regular trash and are recycled. There is an additional charge for non-freon appliances. Please contact our office if you require an appliance or large item pickup. **Large, bulky heavy items subject to additional charge.** Carpeting and padding should be cut into 2-4 foot lengths; rolled and tied into bundles that one person can lift. Please contact our office one day prior to your pickup day to schedule a truck. NO- oil, batteries, car parts or antifreeze of any kind. If you are remodeling a home we DO NOT pick up wood, windows, doors and other building materials, house hold trash only.

YARD WASTE. We will not be able to provide leaf collection free of charge over the 5-bag limit. If composting or mulching is not an option for you, we recommend looking into your town's leaf disposal options to dispose of leaves during the spring and fall. If your town does not offer leaf collection, we recommend contacting a landscaping company to dispose of leaves as they will be able to do so more cost effectively than we would. Branches and twigs needs to be bundled into small bundles, maximum of 4ft length, small enough for one person to pick up and place in the truck. Leaves must be placed in Plastic bags for us to collect them, as paper bags are collected by the towns or specialist services. Bags of leaves collected by us over the 5-bag limit will be charged at **\$5.00** per bag.

COMPANY WARRANTIES. Seyrek Sealers and Maintenance hereby represents and warrants that: (a) Seyrek Sealers and Maintenance will manage the Customer's Waste (excluding unacceptable waste) in a safe and professional manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of the Waste.

CHARGES AND PAYMENTS. Customer shall pay the rates set forth per this agreement which rates may be modified and adjusted as provided in this Agreement. Any service period placed on hold due to non-payment will not be credited and is still chargeable. Customer must agree to sign up for one year of service per contract period. If payment is not received for any of the periods by the due date then there may be a late payment charge. Please note any payments not made on or before the due date will be subject to a 3% late fee charge per week unpaid. Vacation hold is available for a minimum of 1 month and maximum of 3 months over the course of the service agreement. Please have your tote out by 6:00am on collection day. The routes run from 6:00am - 5pm. If you have not had your items picked up by 5:30pm please call our office. If needed there may be an additional fuel charge applied.

TERMINATION. Seyrek Sealers and Maintenance may terminate this Agreement, in the event of Customer's material breach of any term or provision of this Agreement, including failure to pay on a timely basis or within thirty (30) days after written notice of nonpayment from Seyrek Sealers and Maintenance. Quarterly Billing Agreements terminated by the customer before the end of the 12-month service period are subject to a cancellation fee of **\$125.00** for final dumping, tote collection and cleaning. Full year payments are also subject to either a cancellation charge or are non-refundable whichever is the lesser of the two, this is based upon what is left in the remainder of their service year. These terms are agreed to by the customer after first payment is made.