



AC Disposal Residential User Agreement

About Us: AC Disposal is a locally owned small business offering comprehensive residential trash collection and waste disposal services. Founded in October 2020, we initially specialized in pressure washing and bulk/junk removal. Over time, our services have transitioned to primarily offer residential trash services. Our dedicated team works tirelessly to contribute to the improvement of our community. We are excited about the opportunities the future holds. For the latest updates, please like and follow our Facebook page at www.facebook.com/ACDisposalTX

Agreement to Terms: By initiating or continuing service with AC Disposal LLC, the customer acknowledges and agrees to comply with all terms, policies, fees, and conditions outlined in this User Agreement, including future updates. Continued use of AC Disposal services after an update constitutes acceptance of the revised terms.

Collection: Collection days and service frequency are determined by the customer's service area and account and may vary by location. Service days, routes, and collection frequency may be adjusted as operational needs or service-area requirements change.

To ensure timely service, all trash and recycling carts must be placed curbside by 12:00 AM on the scheduled service day. For example, if your service day is Tuesday, carts should be set out Monday night. Collection may begin as early as 6:00 AM and can occur at any time throughout the day, with routes running until approximately 8:00 PM.

If carts are not placed out on time, the collection will be considered missed and will not be serviced until the next scheduled collection day. Return trips will not be provided.

Customers are responsible for ensuring carts are placed correctly and are accessible for collection. Collection missed due to late set-out, improper placement, blocked access, overfilled carts, secured lids, prohibited materials, or other customer-caused conditions will not qualify for a return trip, credit, or refund.

AC Disposal reserves the right to refuse service if carts are improperly placed, overloaded, inaccessible, blocked by vehicles or obstacles, present safety hazards, or contain prohibited materials.

Holidays and Service Interruptions: AC Disposal is closed on New Year's Day, Thanksgiving Day, and Christmas Day. During holiday weeks, service schedules and routes may be adjusted as needed. Our goal is to provide each customer with at least one collection during the affected week when regular service cannot be completed as scheduled. Holiday service updates may be communicated by email, letter, text message, or through our Facebook page.

The safety of our crew and customers remains a priority. Service delays, route changes, or interruptions may occur due to severe weather, road conditions, equipment issues, access restrictions, holidays, or other circumstances beyond our control. AC Disposal reserves the right to make schedule adjustments when necessary to maintain safe and efficient operations. Delays or service changes caused by these circumstances do not qualify for refunds or account credits.



Trash Regulations: While bagging trash is not required, it is strongly recommended to help maintain cleanliness, reduce odors, and prevent loose debris.

All trash must fit completely inside the cart with the lid able to close properly. Do not place rocks, bricks, weights, straps, cords, bungee cords, or other items on or around the cart to hold the lid closed. Nothing may be placed on top of the cart.

Excess trash placed outside the cart will not be collected unless prior arrangements have been made with AC Disposal. If additional bags are needed, please contact us in advance. Additional bags may be subject to a fee of \$4 to \$8 each depending on size. Personal trash cans or containers will not be collected unless prior arrangements have been made.

Carts must be placed at the curb with the wheels and handles facing the property and with at least 3 feet of clearance between carts, vehicles, mailboxes, and other obstacles to allow for safe and efficient collection.

Carts that are improperly placed, blocked, overfilled, secured shut, or otherwise inaccessible may not be serviced. Failure to follow proper cart placement guidelines may result in a missed collection, and return trips will not be provided. Customers are responsible for providing any gate codes, access instructions, or other information necessary for collection. If AC Disposal is unable to access the service location, the collection may be considered missed and a return trip will not be provided.

Trash Restrictions: We collect residential Municipal Solid Waste (MSW) only, excluding Hazardous Waste, Special Waste, and Construction & Demolition Waste as defined by environmental regulations. Prohibited items include hazardous waste, special waste, construction and demolition debris, batteries, tires, oils, pressurized or combustible tanks/containers, full bags of animal food, and other restricted materials. Disposal of prohibited items may result in service refusal, fines, or suspension of service. Combustible or pressurized containers may result in a \$75 fine due to fire risk.

Carts must not exceed safe lifting limits. Containers containing dirt, rocks, concrete, roofing materials, sod, or similar heavy debris may be refused service, assessed additional charges, or result in immediate service suspension. Repeated abuse of carts may result in permanent termination of service.

Recycle: Recycling is an optional service and availability may vary by service area and account. All recyclable materials must be clean, dry, and placed loosely inside the recycling cart. Cardboard must be flattened and placed inside the cart. All recyclable materials must fit completely inside the cart with the lid able to close properly. Items placed beside, on top of, or outside the recycling cart will not be collected. Additional recycling carts may be available for an additional fee, subject to availability.

Unacceptable materials include bagged items, food waste, textiles, electronics, yard waste, construction debris, combustible containers, and other prohibited materials. Customers are responsible for reviewing and following our Recycling Guidelines for a more detailed list of accepted and prohibited items.



Contaminated carts or carts containing prohibited materials may be left unserviced. Repeated contamination or misuse may result in suspension or discontinuation of recycling service.

Bulk Collection: Bulk collection is available only to eligible AC Disposal residential customers and is not included with all accounts or service areas. Eligibility, number of bulk collections provided, and applicable limits are defined in AC Disposal's Bulk Collection Guidelines, which are subject to change and available on our website.

To request bulk collection, eligible customers must complete the Bulk Collection Request Form available at www.acdisposalsatx1.com. Bulk collections are offered on designated dates listed on the request form. Requests must be submitted at least three (3) days before the selected collection date. Selecting a date does not guarantee service, and all requests are subject to availability and approval.

New customers are subject to a thirty (30) day waiting period from their first service date before becoming eligible for bulk collection, if applicable. Bulk collections may be unavailable or rescheduled during holiday periods or adjusted service weeks. All invoices must be paid in full prior to scheduling. Accounts with unpaid balances are not eligible for bulk collection.

Bulk collection is available to active customers only. Accounts with a pending or scheduled cancellation are not eligible.

Each bulk collection is limited to two (2) cubic yards of approved bulk items unless otherwise specified in the Bulk Collection Guidelines. Customers who exceed this limit must contact AC Disposal to arrange removal of additional items at a discounted rate. AC Disposal reserves the right to leave behind unapproved or excess materials.

Organics (Legacy Service): Organics service is available only to select customers who are currently enrolled in the service, subject to availability. Continuation of organics service is not guaranteed and may be modified, suspended, or discontinued at any time, without replacement or rate adjustment.

Prohibited items include, but are not limited to, rocks, mulch, dirt, diapers, pet waste, and similar materials. AC Disposal reserves the right to refuse collection of non-compliant materials and to discontinue organics service for any customer who does not follow these guidelines.

Cart Responsibility: All trash, recycling, and organics carts remain the exclusive property of AC Disposal LLC and are provided as part of a rental service. Customers are responsible for maintaining carts in usable condition. A \$75 charge applies for each cart not returned or returned damaged beyond normal wear and tear. Customers are responsible for keeping carts reasonably clean, sanitary, and free of hazardous residue or materials that may damage the cart or create a safety concern.

If service is suspended, terminated, or canceled for any reason, all carts must be returned within seven (7) calendar days unless otherwise directed. Failure to return carts may result in replacement charges, continued billing, and legal action. AC Disposal reserves the right to retrieve carts from the service address without notice once service has ended. Unreturned carts may be treated as stolen property.



Cart Sizes, Additional Carts & Swaps: Each account is allowed one (1) free trash cart size swap per year (upsized or downsized), subject to availability. Additional swaps within the same year incur a \$25 swap fee, payable prior to exchange.

Trash cart sizes and availability may vary by service area. Additional 96-gallon carts may be added to an account for an additional fee, subject to availability and service-area limitations.

Payment: Invoices are issued on a monthly, quarterly, or annual basis and are due within the specified timeframe based on billing frequency. Monthly invoices are due within 10 days of the invoice date, while quarterly and annual invoices are due within 14 days of the invoice date. Payments may be made online, by phone, or by mail. By using our services, the customer agrees to these payment terms.

NSF (Non-Sufficient Funds): A \$25 fee applies to returned checks or declined card payments.

Late Payments & Delinquent Accounts: Late accounts may incur a \$15 fee. Accounts more than 5 days past due (monthly) or 15 days past due (quarterly and annually) may be subject to service suspension and cart removal. Service reinstatement requires payment of all past-due balances plus a \$35 restart fee. Accounts referred to collections or legal action may be charged reasonable attorney fees, court costs, and collection fees.

Once an invoice becomes past due, payment by mailed check or bank account (ACH) will no longer be accepted. Payment must be made by card. If a check or bank payment is submitted after the account is past due, service will remain suspended until the payment has fully cleared. Accounts will not be reinstated, and service will not resume, until cleared funds are received.

Customers enrolled in auto pay are responsible for maintaining a valid payment method. We are not responsible for declined, voided, or expired cards. Failure of an auto pay transaction does not waive late fees or prevent the account from becoming past due.

Vacation Credits: Customers may request a temporary service suspension for vacations or extended absences. Requests must be submitted at least two (2) weeks in advance and must be for a minimum of two weeks and a maximum of one month. Credits are applied only for approved suspension periods.

Vacation suspensions are limited to three (3) approved requests per calendar year. No credits will be issued for periods shorter than two weeks or longer than one month. Service will automatically resume at the end of the approved suspension period unless other arrangements have been made with AC Disposal.

Refer a Friend: Refer a friend and receive a \$10 account credit after they have maintained service for one month. Referral credits are limited to two (2) per calendar year and must be mentioned at the time of sign-up. Online/website sign-ups are not eligible for referral credits.

Start-Up Cost: A \$35 start-up fee applies before service begins.

Cancellations & Refund Policy: Customers may request cancellation by phone, text, email, or by submitting the Cancel or Change Service Request Form available on our website. Cancellation requests must be submitted at least 30 days prior to the requested final service date.



Partial months or billing periods are not prorated or refunded. Taxes and fees are non-refundable. If a refund is due after the applicable cancellation period, a refund check will be mailed within 10 business days after all AC Disposal carts have been returned. Customers who are moving are responsible for providing a current forwarding address for any refund or account correspondence.

All AC Disposal carts must be returned in good condition, allowing for normal wear and tear. Customers will be charged \$75 per unreturned or damaged cart. Outstanding balances, unreturned-cart charges, and other amounts owed remain the responsibility of the account holder after service has ended.

Force Majeure: AC Disposal will not be considered in breach of this Agreement or liable for delays, interruptions, or failure to provide service when caused by circumstances beyond its reasonable control. Such circumstances may include, but are not limited to, severe weather, natural disasters, fires, flooding, road closures, governmental actions or restrictions, labor disruptions, utility outages, equipment or facility disruptions, or other similar events beyond AC Disposal's reasonable control.

Service will resume as reasonably practicable once the circumstances causing the interruption have been resolved.

Limitation of Liability & Property Damage: AC Disposal is not responsible for damage to driveways, curbs, irrigation systems, decorative concrete, mailboxes, or landscaping. Customers are responsible for ensuring clear and safe access to carts.

Account Responsibility: The account holder is responsible for all charges, compliance with service rules, and the actions of tenants, guests, or occupants at the service address.

Customers are responsible for keeping their phone number, email address, billing address, and service address current. AC Disposal is not responsible for missed notices, billing communications, or service updates resulting from outdated or incorrect customer information.

Customers must notify AC Disposal before moving, transferring service, or changing the service address. AC Disposal carts may not be moved or transferred to another property without prior approval. Customers who are moving are responsible for providing a current forwarding address when applicable.

Subject to Change & Governing Law: Service policies, schedules, rates, fees, charges, and service offerings are subject to change. When appropriate, AC Disposal may provide notice of material changes through email, text, billing notices, website updates, or other customer communications. Continued use of service following an update constitutes acceptance of the revised terms. This agreement is governed by the laws of the State of Texas.

Thank you for choosing AC Disposal. We appreciate your business and look forward to serving your community.