



Weekly Garbage and Recycling Collection

Here at Silver Point Disposal, our focus is to dispose of our waste materials in an environmentally friendly manner. We believe that all of us can make a positive impact on the environment, so we all need to do things a little differently.

Recycling is a major part of our strategy, and has an expanded list than most other waste management companies because we do not use one single collection center, but several different ones in order to achieve maximum recycling effectiveness.

Additionally, SPD will make a monetary donation to plant a tree for every new customer that enters a service agreement with Silver Point Disposal (SPD).



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Weekly Service Overview

A Silver Point Disposal (SPD) vehicle will come to your location to remove garbage and recycling on a weekly basis, on Monday and Thursday. SPD will remove designated material and recycle, donate, or dispose of it as we see fit.

- SPD will provide a single 96 gallon garbage bin for weekly service. Both garbage and recycling will be loaded into this bin. If the customer wishes to use additional bins, SPD will empty them at no additional charge (2 total bin maximum). These bins can either be provided by a customer or rented from SPD.
- All garbage must be in bags. If unbagged garbage is placed into the garbage bin, a picture will be taken for documentation and sent to the customer's email address on file. SPD will not remove the garbage until all items are bagged.
- Recycling will go into the same garbage bin. SPD does not use large garbage trucks, and everything is removed and sorted by hand. As long as the items intended for recycling meet the qualifications for disposal (see section 2), SPD will ensure they are recycled correctly.
- Recycling material does not have to be bagged. If you choose to recycle, please do not place recyclable materials into the same bags as garbage, as SPD will not sort what is inside bags.
- Garbage bins must be on the curb prior to SPD arriving. If pickup needs to be arranged for an earlier, or later, date (such as if going on vacation), this can be accommodated. Please call or text to arrange the change in schedule prior to the scheduled removal date. If garbage is not placed at the curb by the time SPD arrives on scheduled dates, customers will have to wait till the next scheduled date for removal.
- SPD will allow items to be placed on the curb for disposal. Please be aware of factors that may make a larger mess, such as weather or wildlife, as SPD will not be held responsible for cleaning property due to weather, wildlife, improper packaging, etc. There is a two (2) bag maximum of "Garbage" waste before Bulk-Item charges (\$20 minimum) are billed to the account. (see section 5)
 - This charge does not apply to boxes with broken glass or thorny plants (cactus) less than one cubic yard. Separating hazardous items is mandatory for disposal. As mentioned, we sort everything by hand and safety measures to prevent injury must be in place.
 - This charge does not apply to boxed items intended for recycling. If a customer wishes to sort their recycling prior to SPD arrival it must be organized in a safe manner. Cardboard boxes, plastic bins, or other receptacles will be allowed. Stacks of cardboard or paper must be weighed down appropriately so pieces do not blow away. If a customer has

placed items in boxes on the curb, SPD will leave the boxes unless told to remove them.

- Heavy Weight items should not be placed into the garbage bin, the curb may be the best place for these items. For example, a bag of concrete will not take much room of the garbage bin but would be very difficult to remove by hand.
- Please be aware that if certain items are left on the curb for removal, they may be left for a later vehicle or second attempt to retrieve everything.
- If SPD determines a safety risk to removing any items, a photo with documentation will be sent to the customer and the items will not be removed. It will be the customer's responsibility to resolve the safety risk before SPD will attempt disposal or the customer will be responsible for disposing of the material without SPD involvement.
- Green Waste, such as tree trimmings, weeds, etc, should only be placed in the bin if the items are bagged. Branches, cactus, and other large sections should all be placed on the curb.
 - Green Waste approximately 1 cubic yard and smaller will not be charged the Bulk-Items fee (1 bag maximum)
 - Waste greater than 1 cubic yard will be charged as Bulk-Item removal starting at \$20 per cubic yard.
 - Green waste that is intended for pickup should be bound with twine, rope, zip ties, etc. or boxed. Leaves and small twigs may be bagged, as well.
- If SPD determines any materials or bins can not be removed, a photo and documentation will be sent to the customer via email. SPD maintains the right to refuse to take any or all items.
- SPD maintains the decision on how to dispose of materials in a way that meets our standards. We focus heavily on recycling and reusing items, such as (but not limited to) donating to people or charity often. Once SPD takes possession of an item by loading it onto any vehicle, the customer relinquishes all ownership and decision making capabilities concerning said items.
- Paper shredding service available and must be coordinated with SPD. This service is available for either disposal along with weekly garbage and recycling or by scheduling a time with SPD to shred everything on site.

Acceptable Items for Disposal

Accepted Items

Garbage	Recycling	Items with Fees
<ul style="list-style-type: none"> ● Diapers ● Disposable razors ● Cactus & palm branches ● Cat litter & pet feces ● Glassware & ceramic dishes/cups ● Hoses & wire ● Juice boxes/pouches ● Non-fluorescent light bulbs ● Sheet glass (windows, mirrors, etc.) ● Foam cups or packing materials ● Non-recyclable paper, cardboard, etc. 	<ul style="list-style-type: none"> ● Cardboard ● Paper ● Steel ● Aluminum ● Copper ● Brass ● Stainless Steel ● Plastics with Recycling Code #1-7 ● Scrap Metal ● Lead Batteries (Automotive) ● Appliances* ● Electronics* 	<ul style="list-style-type: none"> ● Tires (\$5 per item)

Prohibited Items

<ul style="list-style-type: none"> ● Bio-waste ● Paint, stain, varnish, thinner and adhesives ● Automotive products such as old fuel, anti-freeze, brake fluid, motor oil and oil filters ● Household cleaners with ammonia 	<ul style="list-style-type: none"> ● Free-flowing liquids including hazardous liquids (e.g., gasoline, motor oil, oil filters and other lubricants, hydraulic fluids, anti-freeze, ammonia, mercury and oil paint)2 and non-hazardous materials (e.g. water)
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or bleach

- Aerosol cans
- Fluorescent light bulbs and lamps
- Dead animals
- Garden products including pesticides, herbicides and fertilizers
- Propane tanks and fire extinguishers
- Pool or photographic chemicals
- Thermostats, thermometers and other items containing mercury
- Expired prescriptions and non-prescription medications (no controlled substances)
- Sharp items (syringes, needles, etc.)
- Ammunitions, firearms*

**Silver Point Disposal does not accept these items, under any circumstance. Contact your local police or sheriff's office for disposal instructions.

- Flammable and Combustible Materials or other petroleum products, including diesel fuel and gasoline.
- Radioactive Materials of any type (e.g., military scrap, medical scrap, thickness measuring devices)
- Explosives or potential explosives of any type, such as munitions scrap (e.g., ammunition, shells)
- Poisons, Infectious Materials, Bio-Hazard or Chemicals in solid, powder, liquid, gaseous form (e.g., fertilizers) or needles/sharps.
- Materials or Containers Containing Suspected Hazardous Substance Residue, including:
 - Asbestos-containing materials (ACM), such as pipe insulation or surfacing materials.
 - Aerosol cans that contain paint, water sealer, pesticides or other hazardous or toxic substances.
 - Non-aerosol containers that contain paint, water sealer, pesticides or other hazardous or toxic substances.
 - Air conditioning and refrigeration units containing CFCs, HCFCs or non-exempt refrigerant substitutes.
 - PCB-containing materials, such as capacitors, ballasts and transformers.
 - Lead-containing materials G Mercury-containing materials (e.g. switches, fluorescent or mercury vapor lights/fixtures/bulbs, thermostats).
 - Oil Filters with free flowing

	<p>oil Fines (e.g. metal powders smaller than 100 microns) 10 Any Material Containing Hazardous or Toxic Substances or Wastes.</p> <ul style="list-style-type: none"> ○ Automobiles must have all fluids drained to the extent practical or otherwise required by law, and their batteries, leaded battery cables, and mercury convenience light switches, and air bags, as required by law, removed.
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SPD maintains permission to refuse service for any item, at any time, for any reason. Customers will be notified and will be responsible for correcting the issue before SPD will resume service and remove items for disposal.

*SPD will make its best effort to recycle appliances and electronics. SPD does not hold licensing or permits for e-waste recycling, but instead will make an effort to work with local recyclers to recycle as much as possible. As with all materials, SPD will determine the best disposal method at the time of receiving.

Pricing Breakdown

Updated December 7 2021

Category	Service	Value	Cost Schedule	Notes
Garbage and Recycling				
	Weekly Garbage and Recycling Disposal Prices listed are for North West Tucson/Marana	\$25	Monthly	Estimated Base price for service, all line items added together. Actual cost on invoice will vary. Additional fees may apply
	Additional charges may apply.	\$65	Quarterly	Estimated Base price for service, all line items added together. Actual cost on invoice will vary. Additional fees may apply
		\$240	Annually	Estimated Base price for service, all line items added together. Actual cost on invoice will vary. Additional fees may apply
	First Garbage Bin Rental	\$50	One Time	
	Additional Garbage Bin Rental	\$25	Quarterly	
	Coordinated Bulk Disposal	\$20/cubic yard		Fees associated with adding a Bulk Item to a scheduled Garbage and Recycling event. Discount for coordinating with SPD to ensure items are accepted and SPD able to schedule accordingly.
	Non-Coordinated	\$30/cubic		Fees associated with

	Bulk Disposal	yard		adding a Bulk Item to a scheduled Garbage and Recycling event
Bulk-Item Only				
	Non-Member Rate	\$300 per trailer		\$50 single item, \$75 minimum on bulk loads. Additional fees may apply.
	Member Rate	\$240 per trailer		20% discount on bulk pickup services for Members at home address on account, 10% on other properties. Cost estimated based on discounting non-member rates, actual changes may vary.
	Hazard, Distance, Additional Labor Fee	\$25 minimum		Fee associated with difficulty in loading, unloading, or disposing of waste materials. Some examples of this fee could be having to bring the materials down flights of stairs or elevators, high weight material, sharp objects (broken glass), broken drywall, etc.
	Disposal Costs	Variable		Costs associated with disposal of landfills, recycling locations, e-waste recyclers, etc.
	Mileage	\$1 per mile		Distance from SPD to customer and then to disposal location. Number is not always calculated, but estimated.

Paper Shredding				
	One Time (Bulk)	\$75	Hourly	
	Monthly-Member Only	\$10	Quarter	
Fees-Weekly Member Services				
	Late Fees-First Occurrence	\$10	quarter	Late fee added to balance for 2 consecutive quarters (Total \$20)
	Late Fees-Second Occurrence	\$15	quarter	Late fee added to balance for 2 consecutive quarters (Total \$30)
	Late Fees-Third or greater Occurrence	\$20	quarter	Late fee added to balance for 2 consecutive quarters (Total \$40)
	Replacement Garbage Bin-Customer Abuse or Neglect	Full Cost	quarter	Total cost of a new bin is divided into 4 payments and added to current balance
	Reactivation Fee	\$25	Per Incident	Fee to restart service once an account has been labeled Delinquent. Service will resume until the total amount due is paid in addition to this fee. This fee will be applied every time an account is labeled as Delinquent.

Promotions

Refer a Friend: \$20

Refer a new customer to SPD for a discount on your service. New customers must enroll in weekly services for a minimum of 6 month (2 quarters). After 2 fully paid quarters, a \$20 credit will be applied to your next invoice.

****Note**** This credit is non-transferable and will not be refunded upon termination of service. Any negative balance (credit owed) due to the Refer-a-Friend promotion will not be refunded to customers, but instead will be considered a “zero-balance”.

Occupational Discount

SPD will provide a 10% discount to customers that meet the following criteria:

- Emergency Responders
- Educational Providers
- Military
- Law Enforcement

This discount is applied to Disposal Costs only, not all line items on an invoice.

Billing

Cycle and Payment Options

Billing cycles of weekly Garbage and Recycling are monthly, quarterly (3 months) or annually (one full year). Each invoice will have a unique value and may fluctuate between billing cycles.

- An invoice will be sent to the customer's email on file prior to the next billing cycle.
- Due date for payments will be the first day of each billable month, such as May 1, June 1, etc.
- Payment can be made via credit card, debit card, or check (payable to Silver Point Disposal).
- A three day grace period will be applied to any late payments before accounts are considered past due. Past due accounts will be subject to late fees. Late fees are subject to increasing for accounts that show multiple late payments in a calendar year (January 1-December 31). Once the account is in a Past Due status, service will be halted until payment is made.
- Accounts in a Past Due status for an additional 11 days, 14 days total past the due date, will move into a Delinquent status and SPD will repossess any bins and discontinue service until the total amount due plus a Reactivation fee of \$25 is paid.

Reading Your Invoice

Invoices will have several line items for customers to view.

- Disposal Cost: Costs associated with disposing of garbage and recycling material. This includes costs associated with landfills, recycling centers, garbage bin use, rental or replacement.
- Fuel and Environmental Fees: Costs associated with transportation, maintenance, and ensuring vehicles are compliant to environmental protocols. This is calculated every billing cycle.
- City/County Fees: Fees associated with licenses, permits, etc from necessary government entities.
- Administrative Fee: Fee associated with handling aspects of the account.

Costs associated with these items may vary between billing cycles. Annual increase of all items at a suggested, but not limited to, an annual 5% increase.

Bulk-Item Service

Service Overview

SPD customers that participate in the weekly garbage and recycling program are able to take advantage of our Bulk-Item service. This service permits customers to place large items on the curb with their regular garbage and recycling and an SPD vehicle will remove it from the property. Please see below for special requirements for this service.

- Mattresses and box springs must be inside a Mattress Bag, such as when moving or storing.
- Water based appliances (washer, dishwasher, water heater, etc) must be drained
- Green waste must be bagged, bundled, or boxed.
- Customers must arrange these services with SPD prior to the next scheduled pick up date. If not arranged, fees associated with this service are charged at a higher rate.
- Due to the size of the items involved with this service, these items may not be removed at the same time/date as regular garbage and recycling.
- Items deemed a health-risk to SPD associates, items that do not meet the standards outlined above, or items on our Prohibited Item List will not be removed from the property, and the customer will be responsible for disposing of them.
- All items not placed in the garbage bins will be considered Bulk-Item. Exceptions below:
 - 2 bag/box allowance for Garbage/Recycling "Overflow": if bins are full, a customer may place 2 bags/boxes of material beside the bin to be removed. Appliances, furniture, or items deemed a risk by SPD standards will not be approved for "Overflow" and will be charged as Bulk Item
 - Approved Sharp items: small box (less than 1 cubic yard) used to contain broken glass, caucus, etc. Note, items on the Prohibited Item list do not apply to this exception and will not be removed.
- Bulk-Item fees are waived at the discretion of SPD. Items under 1 cubic yard are typically free of charge.

Please see Section 2 for a list of items we do, and do not accept.

Charity Donations

SPD prides itself on keeping items out of landfills as much as possible. We work with several charities to donate items in a condition that meet their standards, helping someone in need and providing a method of transportation for our customers. Simply contact SPD to arrange a donation and we will load it and transport it for you.

- Charity donations must be arranged prior to the next scheduled Garbage/Recycling removal date. If not, items will be considered Bulk Item and charged applicable fees
- Items that are not in a condition to be accepted by charities will not be removed until SPD communicates with the customer to determine the best course of action to handle the items.
- SPD maintains the decision of to whom, charity or person, to donate received items. Once SPD takes possession of an item by attempting to load it onto a vehicle, the customer relinquishes all ownership and decision making capabilities concerning said items' disposal.
- Minimum donation amount is approximately 1 cubic yard of boxed, bagged, or packaged items. Furniture and appliances do not need to be packaged.
- SPD maintains the right to collect receipts for charity donations for the purpose of tax documentation. SPD will not deliver receipts to customers for any donations made.

Terms and Conditions - Residential Subscription Services

Notice About Dispute Resolution: These Terms & Conditions contain provisions on binding arbitration of disputes on an individual which will be binding on you unless you opt out as described in Section 8 below. Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. **SERVICES RENDERED; WASTE MATERIALS.** Customer grants to Silver Point Disposal (SPD) the exclusive right, and SPD through itself and its affiliates shall furnish equipment and services, to collect and dispose of and/or recycle (collectively, the "Services") all of Customer's Waste Materials at Customer's service address. Customer agrees that the Waste Materials collected under these terms and conditions shall not include any Excluded Materials. "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, recyclables, generated by Customer or at Customer's service address. Waste Materials shall not include any Excluded Materials. "Excluded Materials" means (a) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, toxic, regulated medical or hazardous waste, substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations; (b) any materials containing information protected by federal, state or local privacy and security laws or regulations; (c) any materials that, due to its physical or chemical characteristics, requires more stringent environmental protection, handling, documentation or other management than normal municipal solid waste; and (d) any other waste or material that is prohibited from being received, managed or disposed of at the disposal facility. Title to and liability for Excluded Materials shall remain with Customer at all times. Title to Customer's Waste Materials is transferred to SPD upon SPD's receipt or collection unless otherwise provided in these terms and conditions or applicable law.
2. **EQUIPMENT.** Any cart(s) or bin(s) ("Equipment") SPD furnishes to Customer shall remain SPD's property. While the Equipment is in Customer's possession, Customer is liable for all loss or damage to the Equipment, except for normal wear and tear. Customer shall provide safe, unobstructed access to the Equipment on the collection day. If applicable, Customer must place the Equipment curbside by 7:00 a.m. on the collection day.
3. **INVOICES; PAYMENT TERMS.** Customer will be billed in advance by SPD on a periodic basis (e.g., monthly, quarterly, annually). The invoices represent SPD's offer to provide such Services for the specified billing period. By accepting Service, Customer agrees to continue the Service for the billing period. Customer agrees to pay SPD the invoiced amount ("Charges") within thirty (30) days of the date of the invoice. SPD may increase the price for subscription residential collection services from billing period to billing period, and Customers may terminate or choose to not renew services after each billing

period without penalty. If full payment of the Charges is not received by SPD within thirty (30) days from the date of the invoice, Customer may be assessed a late fee as specified on the invoice, which shall be for the maximum monthly late charge allowed under applicable law on all past due amounts accruing from the date of the invoice, with a minimum monthly late fee of ten dollars (\$10.00). Customer acknowledges that such late fee is not to be considered as interest or debt on a finance charge, but rather is a reasonable charge for the anticipated loss and cost to SPD for the late payment. Additionally, if Customer fails to timely pay an invoice, SPD may terminate or suspend services until full payment is received. If Customer's service is suspended for non-payment, Customer may be charged a resume fee to restart service. If Services are suspended or terminated by SPD due to Customer's breach of these terms or if Customer terminates the Services, Customer understands and agrees that SPD will not refund, or pro-rate or return any amounts previously paid by Customer to SPD in advance for monthly or quarterly prepaid services, unless such refund is required by law or regulation. Annual prepaid services that are canceled by Customer prior to the end of the annual term will be refunded for the amount of unused days left in the annual term. A delivery fee may apply at the start of service, and a cart removal charge will apply upon cancellation of service. See next section for further information on additional charges.

4. **CHARGES & ADDITIONAL SERVICES.** In addition to the Charges, SPD also reserves the right to charge Customer additional Charges for additional services provided by SPD to Customer, whether requested or incurred by Customer, including, but not limited to, account resume or reactivation services; extra pickups or trip charges; container overages and overflows, all at such standard prices or rates that SPD is charging its customers in the service area at such time. Customers are advised to request the current charge amounts for any additional services at the time of ordering, and to call the number listed on their invoice for further details on any Charges. Fuel Surcharge, Environmental Charge, and Regulatory Cost Recovery ("RCR") Charge apply to all other Charges, including cart delivery and/or removal charges, whether or not listed in these terms. State & Local taxes, and/or fees and a Recycle Material Offset, if applicable, will also be added to the Charges. An Administrative Charge per invoice will be assessed. SPD may increase the Charges on an annual basis to account for increases in the US Consumer Price Index ("CPI") for Water, Sewer and Trash Collection Services published by U.S. Bureau of Labor Statistics, or with written notice to Customer, any other national, regional or local CPI. SPD may also adjust the Charges to cover any increases in disposal, processing and/or transportation costs and to cover increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges or acts of God such as floods, fires, hurricanes and natural disasters. Changes in the frequency of collection, collection schedule, number, capacity and/or type of Equipment, and any changes to the Charges payable under terms may be agreed to orally, in writing, by payment of the invoice reflecting such changes, or by the actions and practices of the parties.
5. **INDEMNITY.** SPD agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which SPD may be responsible for or pay out as a result of bodily injuries (including

death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of SPD or its employees, which occurs (a) during the collection or transportation of Customer's Waste Materials, or (b) as a result of the disposal of Customer's Waste Materials in a facility owned by SPD or its affiliated companies, provided that SPD's indemnification obligations will not apply to occurrences involving Excluded Materials. Customer agrees to indemnify, defend and save SPD, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which SPD may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of these terms and conditions or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any Equipment furnished by SPD. Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of these terms and conditions. For New Jersey Residents: Nothing herein bars recovery of damages or attorneys' fees where mandated by statute.

6. MISCELLANEOUS. (a) SPD shall not be in default for its failure to perform or delay in performance caused by events or significant threats of events beyond its reasonable control, whether or not foreseeable, including, but not limited to, strikes, labor trouble, riots, imposition of laws or governmental orders, fires, acts of war or terrorism, acts of God, and the inability to obtain equipment, and SPD shall be excused from performance during the occurrence of such events. (b) These terms and conditions shall be construed in accordance with the law of the state in which the Services are provided. (c) Different terms and conditions may apply to residential collection customers covered by municipal franchise, homeowner's association or individual customer agreements. (d) In the event SPD successfully enforces its rights against Customer hereunder, Customer shall be required to pay SPD's attorneys' fees and court costs. (e) Customer understands and agrees that by providing Customer's phone number(s), email, and home address in connection with these terms, Customer authorizes SPD and its agents to contact Customer regarding this account.
7. RECYCLING SERVICES. The following shall apply to fiber and non-fiber recyclables ("Recyclable Materials") and recycling services:

All Recyclable Materials must be clean, dry, unshredded, empty, loose and unbagged. (a)(i) Single stream Recyclable Materials ("Single Stream") will consist of Customer's entire volume of uncoated office and writing paper, magazines, pamphlets, mail, newspaper; flattened, uncoated cardboard, paperboard boxes; aluminum food and beverage containers, tin or steel cans; glass, and rigid container plastics #1, #2 and #5, including narrow neck containers and tubs. Any material not specifically set forth above, including but not limited to foam, film plastics, plastic bags, napkins, tissue, paper towels, or paper that has been in contact with food, is unacceptable. Glass may not be accepted at all locations. (ii) Customer shall provide source-separated wastepaper, cardboard, plastics and metals in accordance with the most current ISRI Scrap Specifications Circular and any amendments thereto or replacements thereof. (iii) All other Recyclable

Materials will be delivered in accordance with industry standards or such specifications communicated to Customer by SPD from time-to-time. (iv) SPD reserves the right, upon notice to Customer, to discontinue acceptance of any category of Recyclable Materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclable Materials for which no commercially reasonable market exists may be landfilled at Customer's Cost; (b) Notwithstanding anything to the contrary contained herein, Recyclable Materials may not contain Nonconforming Waste, Hazardous Waste, Special Waste or other materials that are deleterious or capable of causing material damage to any part of SPD' property, its personnel or the public or materially impair the strength or the durability of SPD' structures or equipment. (c) SPD may reject in whole or in part, or may process, in its sole discretion, Recyclable Materials not meeting the specifications. Customer shall pay SPD for all increased costs, losses and expenses incurred with respect to such non-conforming Recyclable Materials which charges may include an amount for SPD' operating or profit margin (collectively the "Cost"). Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials, Hazardous Waste, Special Waste, Nonconforming Waste, and/or all of part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.; (d) Recycling Services are subject to a Recyclable Material Offset (RMO) charge to the extent that (a) SPD' processing cost per ton, including costs of disposal for contamination and profit margin, exceeds (b) an amount equal to recyclables value per ton minus an amount for profit margin. The RMO charge, including profit margin, processing and disposal costs and recyclable value shall be determined by SPD from time-to-time, in its sole discretion, based on applicable operating data and market information. If recyclables value exceeds processing costs, plus profit margin, a RMO credit may apply, at SPD' sole discretion.

8. LEGAL DISPUTES; ARBITRATION AGREEMENT; RIGHT TO OPT OUT. Please Read This Section Carefully - It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court.

A. Initial Dispute Resolution We are available by email at info@silverpointdisposal.com or go to SPD.com/us/en/support to find the appropriate customer service for your area to help address any concerns you may have regarding the Services. Most concerns may be quickly resolved in this manner. SPD and Customer agree to use best efforts to settle any disputes and disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. Agreement to Binding Arbitration. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 8(A) above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms and Conditions (including their formation, performance and breach), the parties' relationship with each other and/or SPD's provision of the Services shall be finally settled by binding individual arbitration administered on a confidential basis by JAMS, in

accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class arbitration. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms and Conditions, including, but not limited to, any claim that all or any part of these Terms and Conditions is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms and Conditions shall be subject to the Federal Arbitration Act.

The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If Customer initiates arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), SPD will pay the additional cost. If SPD is required to pay the additional cost of the filing fees, Customer should submit a request for payment of fees to JAMS along with Customer's form for initiating the arbitration, and SPD will make arrangements to pay all necessary fees directly to JAMS. SPD will also be responsible for paying all other arbitration costs arising in connection with the arbitration. Customer will not be required to pay fees and costs incurred by SPD if Customer does not prevail in arbitration.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

C. Class Action and Class Arbitration Waiver. Customer and SPD each further agree that any arbitration shall be conducted in their respective individual capacities only and not as a class action or other representative action, and Customer and SPD each expressly waive their rights to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 8(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes

D. Exception - Small Claims Court Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

E. 30 Day Right to Opt Out. Customer has the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 8(B), 8(C), and 8(D) by sending written notice of Customer's decision to opt-out to the following email:

info@silverpointdisposal.com. The notice must be sent within thirty (30) days of enrolling for the Services, otherwise Customer will be bound to arbitrate disputes in accordance with the terms of those sections. If Customer opts out of these arbitration provisions, SPD also will not be bound by them.

F. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section 8(B) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Houston, Texas (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Houston, Texas for any applicable litigation other than small claims court actions.

APPLICABLE LAW MAY PROVIDE CUSTOMER THE RIGHT TO CANCEL THIS TRANSACTION, IF CUSTOMER SO DESIRES, WITHOUT ANY PENALTY OR OBLIGATION AT ANY TIME WITHIN THREE BUSINESS DAYS (EXCLUDING SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS) OF ACCEPTANCE OF THESE TERMS AND CONDITIONS. PLEASE CHECK YOUR SPECIFIC SERVICE ARRANGEMENT TERMS OR CONTACT YOUR LOCAL SPD SERVICE OFFICE IF YOU HAVE ANY QUESTIONS.

Information in this article may be inapplicable to customers who receive service pursuant to a SPD agreement with a municipality, association or other entity, or where applicable law requires differing terms of service.