

Residential Service Agreement – HolHart Transportation, LLC – 409 Bliss Ave, Conneaut OH 44030

This is an agreement entered into by Holhart Transportation, LLC (Provider) & the customer (Client). The Client hereby engages the Provider to provide services described herein under "Scope & Manner of Services." The Provider agrees to provide the Client with such services in exchange for consideration described herein under "Payment & Termination of Services." The Provider may update or modify this agreement at any time & the new agreement will supersede the previous agreement. Client may Request current agreement from Provider or go to www.holharttrash.com & download it. Payment of your bill is acknowledging that you have read & accept the terms of this agreement.

Scope & Manner of Services

Services Rendered By Provider:

- 1 can service - Weekly curbside service of up to 135g of bagged garbage.
(95g toter with lid fully closed plus up to 3 kit bags OR 1 - 40g or less contractor bag on an as needed basis)
- 2+ can service - Customers with multiple toter service are limited to what fits inside the toters with lids fully closed.
- Large items & extra trash may be picked up for an additional fee. Call us to pre-arrange for large items or extra trash.
- If the above limits are exceeded the extra trash WILL NOT be taken unless it is pre-arranged with Provider no later than 12:00pm the business day prior to your day of service. Monday customers should notify us by Friday at noon since we are Closed weekends.
- Provider reserves the right to delay, reschedule, or cancel curbside pick-up due to severe weather, unsafe road conditions, construction, holidays, etc.

To Ensure Services are Provided, Client Agrees to:

- Place garbage containers on the tree lawn or curb (with handle & wheels facing the street) the night before your designated day of service
- Fully close the lids on toter to prevent water from entering & limit wildlife access
- Bag their trash (Loose garbage, not contained within a sealed bag in the toter will not be picked up)
- Break down/Flatten boxes before putting into toter
- Pay bill by the due date on their statement to avoid service interruption or can collection

Payment & Termination of Services

The cost for weekly curbside garbage service will be billed on a quarterly or annual basis. Auto payments are charged on the 25th of your last month of paid service for the upcoming billing cycle. If the 25th falls on a weekend or holiday that we are Closed, autopay will come out the next business day. The Provider reserves the right to adjust rates. Large items & overages will be pre-paid & arranged separately for the agreed amount. The Client will pay the Provider for services rendered by due date documented on invoice. If the Client fails to pay the Provider by the invoice due date, services will be suspended immediately until payment is received. No refunds or adjustments for suspended weeks due to late payment or termination due to nonpayment. No Refunds for early termination of services. The Client is responsible for notifying the Provider if they move. If services are terminated by either party, Client must place Holhart Transportation, LLC's toter in a safe, accessible location so that the Provider can retrieve these items. The Provider reserves the right to cancel service immediately if initial payment for services is not received by due date or if client's account is delinquent more than 15 days.

Garbage / Waste That WILL NOT Be Picked Up:

Including but not limited to:

- * Hazardous waste: batteries, prescription medication, electronics, asbestos, paints, fluorescent light bulbs, pesticides, automotive fluids, household cleaners, solvents, or any other toxic or corrosive materials that could cause damage to equipment or cause a fire (empty household containers can be put in trash)
- * Fireworks, ammunition, highly flammable or explosive materials
- * Demolition or Construction material or debris
- * Heavy materials such as shingles, brick, concrete, rocks, dirt, etc.
- * Yard waste: tree branches, grass clippings, leaves, stumps, bushes, or similar debris
- * Medical waste or animal carcasses
- * Refrigerators or any other appliances containing refrigerant
- * Tires

Garbage Toters: Upon Client request & subject to availability, the Provider shall provide the Client with use of a garbage toter(s) for weekly curbside pickup. The Client agrees to take full responsibility for the toter & cannot hold the Provider responsible for any property damage or personal injury resulting from the toter. The Client also agrees to pay a \$150 replacement fee if the Toter is lost, stolen, burned, damaged or if the toter cannot be safely retrieved by the Provider upon termination of services. If toter becomes unsafe for any reason inform us immediately. If toter is collected because of non-payment a \$50 reinstatement fee for administrative fees, recovery & redelivery costs will be added to your bill & must be paid prior to service being resumed.

Price Increases: Client's price will increase if the limits listed above are exceeded or if it is necessary because of increased cost of operations. Client understands Provider can increase price as needed.

Return/NSF check fee: \$25 per occurrence

Applicable Law: This agreement shall be governed by the laws of the County of Ashtabula in the State of Ohio and any applicable Federal Law.