

Residential Service Agreement

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

Scope and Manner of Services

➤ Services Rendered By Provider:

- Weekly curbside pick-up of up to 135 gallons of garbage contained within sealed bags, closed garbage toter, or closed garbage cans
- Customers with multiple toter service are limited to what fits inside the toters
- If the above limit is exceeded the extra trash will not be taken unless it is pre-arranged with Provider
- Large items and extra trash may be picked up for an additional fee (Call us to make pre-arrangements for large item pick up items or extra trash)
- 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 by 5AM on designated week day
- Lids shall be closed to prevent water from entering the dumpster & limit wildlife access
- Loose garbage, not contained within a sealed bag or toter, will not be picked up
- Large boxes will be picked up if broken/flattened down
- Pay bill by the due date on their statement to avoid service interruption's

Payment & Termination of Services

The cost for weekly curbside garbage pickup service will be billed on a quarterly or annual basis. Auto payments are charged on or around the 25th of your last month of paid service. The Provider reserves the right to adjust cost. Large items will be billed separately for the agreed upon amount. The Client will pay the Provider for services 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. 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 client's account is delinquent more than 15 days.

Garbage / Waste That WILL NOT Be Picked Up

Including but not limited to:

- * Extremely heavy materials such as concrete, rocks or dirt, etc
- * Demolition / construction materials or debris
- * Hazardous wastes: asbestos, paints, paint products, pesticides, sprays, automotive fluids, motor oil, batteries, household cleaners, solvents, vehicle batteries or any other toxic or corrosive materials (empty household containers can be put in trash)
- * Fireworks, ammunition, highly flammable or explosive materials
- * Yard waste: tree branches, grass clippings, leaves, stumps, brush, bushes, or similar debris
- * Medical waste or animal carcasses
- * Refrigerators or any other appliances containing refrigerant
- * Tires

Garbage Toters: Upon Client request and subject to availability, the Provider shall provide the Client with use of a garbage toter for weekly curbside pickup. The Client agrees to take all responsibility for the toter and cannot hold the Provider responsible for any property damage or personal injury resulting from the toter. The Client also agrees to pay a \$75 replacement fee if the Toter is lost, stolen, burned, damaged or if the toter is not able to be safely retrieved by the Provider upon termination of services. If toter becomes unsafe for any reason client will inform provider immediately. If toter is collected because of non-payment a \$50 reinstatement fee for administrative costs, 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 when needed.

Return/NSF check fee: Return/ Non-Sufficient funds check fee of \$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.