

## Agreement for Services Rendered

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](http://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 garbage pick up
- Pick up of 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. Pre-arrangements must be made for large item pick up or extra trash. Call us to make arrangements.
- 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 the night before your scheduled pick up or by 5AM on designated week day
- Place garbage to be disposed of in sealed bags or closed toter.
- Loose garbage, not contained within a sealed bag or toter, will not be picked up.
- Large boxes will be picked up if broke / flattened down.

### Payment for Services Rendered

The cost for weekly curbside garbage pickup service will be billed on a quarterly or annual basis. **Auto payments** are charged between the 5<sup>th</sup> and 25<sup>th</sup> 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, within one week of arranged pick up. The Client shall 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. If payment is not received within 15 days of due date services will be terminated. No refunds or adjustments for suspended weeks due to late payment or termination due to nonpayment.

### Termination of Services

No Refunds for early termination of services. The Provider reserves the right to cancel service immediately if initial payment for services is not received by due date. If services are terminated the Client must place Holhart Transportation, LLC toter's in a safe, accessible location so that the Provider can retrieve these items.

### 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, animal carcasses other than normal household waste
- 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 \$55 replacement fee if the Toter is lost or stolen, or if the toter is not able to be safely retrieved by the Provider upon termination of services. If toter becomes badly damaged or unsafe for any reason inform us immediately and we will pick it up and deliver a replacement at no charge to you. If toter is collected because of late payment a \$25 fee will be charged for redelivery of toter.

### Price Increases

Clients price will only increase if the limits listed above are exceeded or if it is necessary because of increased cost of operations. Holhart's goal is to provide the highest level of service at the lowest price. Client understands Holhart can increase price if and when needed.

### Return/Bounce check fee

Return/Bounce 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.