A&C Waste Collection Terms and Conditions

Residential Subscription Services Notice About Dispute Resolution

These Terms & Conditions contain provisions on jury trial waiver and binding arbitration of disputes on an individual which will be binding on you (the “Customer”). (a) Customer 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) Customer 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 ACWC the exclusive right, and ACWC through itself and its affiliates shall furnish equipment and services, to collect and dispose of (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) any waste tires, (b) 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; (c) any materials containing information protected by federal, state or local privacy and security laws or regulations; (d) 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 (e) 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 ACWC upon ACWC's receipt or collection unless otherwise provided in these terms and conditions or applicable law.

2. **EQUIPMENT.** Any cart(s) or bin(s) ("Equipment") ACWC furnishes to Customer shall remain ACWC'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 and/or alleyway by 6:00 a.m. on the collection day.

3. **INVOICES; PAYMENT TERMS**. Customer will be billed in advance by ACWC on a periodic basis (e.g., monthly, quarterly, annually). The invoices represent ACWC's offer to provide such Services for the specified billing period. By accepting Service, Customer agrees to these Terms and Conditions and to continue the Service for the billing period. Invoices may also include past due balances, or Charges for additional services requested or incurred by Customer during a previous billing period. For Customers that have enrolled in paperless billing and receive their periodic invoices by electronic mail, Customer agrees that periodic invoices can be emailed to Customer at any time of day, including during non-business hours. Customer agrees to pay ACWC the invoiced amount ("Charges") within fifteen (15) days of the date of the invoice. Invoices can be paid online at acwastecollection.com/make a payment or through your customer portal at [www.acwastecollection.haulerhero.com](http://www.acwastecollection.haulerhero.com/). If full payment of the Charges is not received by ACWC within fifteen (15) 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 five dollars ($5.00). 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 ACWC for the late payment. Additionally, if Customer fails to timely pay an invoice, ACWC 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 ACWC due to Customer's breach of these terms or if Customer terminates the Services, Customer understands and agrees that ACWC will not refund, or pro-rate or return any amounts previously paid by Customer to ACWC in advance for monthly or quarterly pre-paid services, unless such refund is required by law or regulation. Annual prepaid services that are cancelled 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. **ADDITIONAL SERVICE CHARGES, INCLUDING CART OVERAGE, ADDITIONAL DUMPING AND CONTAMINATION CHARGES.** In addition to the Charges, ACWC also reserves the right to charge Customer for additional services provided by ACWC to Customer, whether requested or incurred by Customer, including, but not limited to, account resume or reactivation services; extra pickups or trip charges; a charge for contamination included in Customer’s cart(s) as described below; and a charge for container overages and overflows as described below. 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. A Paper Statement Charge per invoice will be assessed and can be removed by enrolling in paperless statements and automated payments, unless prohibited by law.

(a) The Overage Charge and How It Can Be Avoided. Generating more waste than expected can cause an overage and an overage charge of five dollars ($5.00) per overloaded container per incident. Overloaded containers pose safety risks for our drivers and create unsightly messes in your community. An overage is whenever ACWC documents one of these customer situations:

Overloaded container (e.g., container lids not securely closed) Lids left closed with debris stacked on top of the lids or outside of the container Customers can avoid overage charges by making sure their waste or recycling materials fit within their carts with the lids closed. If Customers find they need additional cart space for their materials, they should contact ACWC to discuss service options, including the possibility of increasing their pick-up frequency, adding larger or additional carts to their account, or both.

(b) The Contamination Charge and How It Can Be Avoided. ACWC will bill a fifteen-dollar ($15.00) charge for each contaminated cart. The contamination charge can be avoided by putting only acceptable materials into carts. If Customers have questions about acceptable materials, they should contact ACWC for information.

(c) Taxes, Fees, and Other Charges. In addition to the Charges state and local taxes and/or fees may be added to the Charges.

5. **PRICE ADJUSTMENTS**. The price(s) for Services set forth in the Service Agreement may be increased, without notice to Customer, at ACWC's discretion, to offset any increase in the costs to ACWC to provide the Services, including but not limited to, increases in the Consumer Price Index, landfill costs, disposal costs, recycling processing fees, transportation costs, fuel costs, and other costs associated with providing the Services. ACWC may increase the price(s) for Services at any time, including, without limitation, during the term of this Agreement. If there is an increase in the price(s) for Services, ACWC will notify Customer of such increase and the effective date of such increase. Customer's acceptance of Services after the effective date of the increase constitutes Customer's agreement to pay the increased price(s) for Services.

6. **CUSTOMER'S RESPONSIBILITY**. Customer shall ensure that the Waste Materials are properly prepared and packaged in compliance with applicable federal, state and local laws and regulations, and these Terms and Conditions. Customer shall not place Waste Materials in the Equipment that are not acceptable for collection and disposal by ACWC under these Terms and Conditions. Customer shall not use the Equipment for any purpose other than the collection and disposal and/or recycling of Waste Materials as contemplated herein. Customer shall be solely responsible for the cleanliness and safekeeping of the Equipment while in Customer's possession and shall reimburse ACWC for any loss or damage to the Equipment that is not the result of normal wear and tear. Customer may dispose one bag of yard waste, which should have a minimum thickness of 1 mil and a maximum weight of 40 lbs. This bag will be collected alongside side Customers regular collection container. Customer shall provide safe, unobstructed access to the Equipment on the collection day. If applicable, Customer must place the Equipment curbside by 6:00 a.m. on the collection day. Customer shall comply with all applicable laws and regulations related to the use and operation of the Equipment. Customer agrees not to overload the Equipment or allow Waste Materials to spill out of the Equipment. If ACWC determines that any Waste Materials are unacceptable for collection and disposal and/or recycling, or if the Equipment is overloaded, Customer shall remove such Waste Materials from the Equipment or correct the overload condition and Customer shall be responsible for any additional Charges incurred by ACWC as a result of Customer's failure to comply with the terms and conditions herein. Customer shall indemnify and hold ACWC harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to Customer's breach of these Terms and Conditions, including, without limitation, Customer's failure to properly prepare and package Waste Materials in compliance with applicable laws and regulations, and Customer's placement of unacceptable materials in the Equipment.

7. **ACWC'S RIGHT TO REFUSE COLLECTION.** ACWC has the right to refuse collection of any Waste Materials that ACWC, in its sole discretion, determines to be unacceptable for collection and disposal under these Terms and Conditions, including, without limitation, any Waste Materials that are excluded under Section 1 hereof, any Waste Materials that are improperly prepared and packaged in violation of Section 6 hereof, and any Waste Materials that are placed in the Equipment for purposes other than collection and disposal as contemplated herein. In the event of such refusal, Customer shall remove such Waste Materials from the Equipment and Customer shall be responsible for any additional Charges incurred by ACWC as a result of Customer's failure to comply with the terms and conditions herein.

8. **CHANGES TO SERVICES; TERMINATION**. ACWC reserves the right to change, modify, or terminate the Services or these Terms and Conditions at any time, in its sole discretion, upon notice to Customer. Customer may terminate Services at any time by providing written notice to ACWC. Customer agrees to pay ACWC a $5.00 Container pick up fee.

9. **DEFAULT; REMEDIES**. In the event Customer fails to pay any Charges when due, ACWC may, in its sole discretion, terminate or suspend Services until full payment is received. If Services are suspended or terminated by ACWC due to Customer's breach of these terms or if Customer terminates the Services, Customer understands and agrees that ACWC will not refund, or pro-rate or return any amounts previously paid by Customer to ACWC in advance for monthly or quarterly pre-paid 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 number of unused days left in the annual term. If ACWC retains a collection agency and/or an attorney to enforce ACWC's rights under these Terms and Conditions, Customer shall be responsible for all costs of collection, including, without limitation, collection agency fees, attorney's fees and court costs. ACWC may assess a late fee as specified on the invoice for all past due amounts accruing from the date of the invoice, with a minimum monthly late fee of five dollars ($5.00). Customer acknowledges that such a 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 ACWC for the late payment. I understand that if I do not pay my account with ACWC in full that my account may be assigned to a collection agency for collection. I understand that if my account is assigned to a collection agency the collection agency will charge a commission or fee that may be as much as 50 percent of the amount I owe to ACWC. I agree that if my account is assigned to a collection agency, that may add the amount of the collection agency’s commission or fee to the amount I owe ACWC, and I agree to pay that additional amount. I understand that the addition of a collection agency’s fee or commission to my unpaid balance may well result in my owing a sum substantially in excess of the amount owed under my agreement. I understand, for example, that if the unpaid balance that I owe to ACWC is $1,000 ACWC may add up to $500 to my account, and I agree to pay the sum of $1,500 in such event.

10. **HOW TO TERMINATE RESIDENTIAL SERVICES AND ARRANGE FOR THE REMOVAL OF ACWC’S CARTS**. Once ACWC has commenced providing collection services to your residence, to terminate services, either during or at the end of a billing period, please contact ACWC by telephone at 775-945-6009 and allow ACWC’s customer service representative to help you terminate services and arrange for the removal of your trash carts. As described on your periodic invoice, a cart removal charge plus applicable taxes and surcharges may apply.

11. **MISCELLANEOUS.** (a) ACWC 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 ACWC 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 ACWC successfully enforces its rights against Customer hereunder, Customer shall be required to pay ACWC'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 ACWC and its agents to contact Customer regarding this account with an artificial or prerecorded message or using auto-dialing equipment at the provided phone number(s), including cell phone numbers if provided, or email, and home address.

12. **LEGAL DISPUTES; ARBITRATION AGREEMENT AND JURY TRIALWAIVER** (“Arbitration Provision”); 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.      ACWC’s Commitment to Resolve Disputes. We are available by email at acwastecollection@gmail.com  most concerns may be quickly resolved in this manner.

B.      Pre-Arbitration Notice Procedure. Prior to bringing a lawsuit or initiating an arbitration that asserts a claim arising out of or related to the Services (as further defined below, “Claim”), the party asserting the Claim (“Claimant”) shall give the other party (“Respondent”) written notice of the Claim (“Claim Notice”) and a reasonable opportunity, not less than 30 days, to resolve the Claim through good faith efforts of both parties. Any Claim Notice to Customer shall be sent to the address we have in our records (or any updated address Customer subsequently provides to us). Any Claim Notice to us shall be sent to: acwastecollection@gmail.com. Any Claim Notice Customer sends must provide Customer’s name, address, and Account number and explain the nature of the Claim and relief demanded. Customer may only submit a Claim Notice on Customer’s own behalf and not on behalf of any other party. No third party, other than a lawyer Customer has personally retained, may submit a Claim Notice on Customer’s behalf. The Claimant must reasonably cooperate in providing any information about the Claim that the Respondent reasonably requests. Any statute of limitations applicable to the Claim described in the Claim Notice shall be tolled during the period between the date that the Claim Notice is sent and the later of;

   a. 60 days after receipt of the Claim Notice, or

 b. 30 days after either Claimant or Respondent informs the other that good faith efforts to resolve the Claim informally have ceased.

A lawsuit or arbitration proceeding may not be commenced unless the Claimant has complied with the procedure in this paragraph. A court will have the authority to enforce this notice procedure, including the power to enjoin the filing or prosecution of arbitrations without first complying with this provision. Unless prohibited by applicable law, the arbitration Administrator is without authority to accept or administer any arbitration proceeding unless the Claimant has complied with this notice procedure.

C. **Jury Trial Waiver**. To the extent permitted by law, Customer, and ACWC waive any right to trial by jury in the event of a lawsuit involving any Claim (defined below) asserted against each other, including but not limited to those arising out of or related to the Services. Customer and ACWC each represent that this waiver is given knowingly, willingly, and voluntarily.

D.    **Parties.**Solely as used in this Arbitration Provision, the terms “we,” “us” and “our” mean:

   a. ACWC and its successors and/or assigns, as well as any parent, subsidiary, affiliate of theirs and their employees, officers, and directors (the “ACWC Parties”); and,

   b. any other person or company that provides any services in connection with the Services if Customer asserts a Claim against such other person or company at the same time Customer asserts a Claim against any ACWC Party.

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