

Terms of Service

TERMS OF SERVICE / TERMS AND CONDITIONS / TERMS AND AGREEMENTS:

This Agreement, which governs the terms and conditions of the use of Chrispy Clean Bins & Power Washing Services, is between you (“Customer”) as an authorized user of such services, and Chrispy Clean Bins & Power Washing Services.

This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by Chrispy Clean Bins & Power Washing Services (collectively, the “Agreement”), constitutes the entire agreement between Chrispy Clean Bins & Power Washing Services and you regarding Trash Bin Cleaning Service. By using the service, you confirm your acceptance of and agree to be bound by this Agreement.

I. Service

Chrispy Clean Bins & Power Washing Services provides a first-rate mobile trash bin cleaning and power washing service for both residential & commercial trash bins.

II. Customer Responsibilities

In order for Chrispy Clean Bins & Power Washing Services to provide its services, the Customer is to abide by the following conditions, or service may be suspended:

- Customers will enroll in one of our four service options – monthly, bi-monthly, quarterly, or one-time. A minimum of one (1) year contract is required for routine service plans and will be billed after each cleaning. Cancellation fee of \$59.99 will be applied if the customer opts to cancel service early.
- Trash bins must be readily available for service. Bins are to be located at the curb (unless special arrangements have been made – Chrispy Clean Bins & Power Washing Services needs to be notified of these arrangements in advance). Bins will be moved to the top of the driveway after they have been cleaned.
- If the Customer will not be available for a scheduled cleaning it is his/her responsibility to contact Chrispy Clean Bins & Power Washing Services and notify them of the absence by 9:00 PM the night before service.
- All trash in bins **MUST** be bagged and tied.
 - All trash bin(s) must be free of un-bagged animal waste and fecal material.
 - All trash bin(s) must be free of chemicals, paint, glue or other adhesive, or hazardous waste of any kind.
 - All trash bin(s) must be free of building materials, e.g. plaster, stucco, or concrete.

- Other waste products, such as leaves, branches, etc., must be bagged and tied.
- Chrispy Clean Bins & Power Washing Services is a bin sanitation company, not a bin detailing service. Paint, oil, grease, etc. – Chrispy Clean Bins & Power Washing Services is **NOT** responsible for the condition of these bins after cleaning.
- If Chrispy Clean Bins & Power Washing Services arrives to perform service(s) and the above conditions are not met, the service will not be completed. **The Customer IS still responsible for payment.** Should the truck and crew arrive at a location without being notified that the bins are not ready, there will be a service fee for the stop. This service fee covers the cost of fuel, labor, and truck maintenance.
- **A reschedule of services will no longer be permitted.** The customer may request another cleaning, but this will be billed as a 'special cleaning' visit.
 - All of our neighborhoods are scheduled for service either monthly, bi-monthly or quarterly. We are in each neighborhood no more frequently than once per month for logistical and scheduling purposes. We do not visit any neighborhood on a weekly or bi-weekly basis.

III. Chrispy Clean Bins & Power Washing Services Responsibilities

If Chrispy Clean Bins & Power Washing Services fails to provide its service(s) on the scheduled day of service, Chrispy Clean Bins & Power Washing Services will compensate the Customer by arranging for the service to be performed on the next possible neighborhood visit. If a reschedule is not practical or possible the Customer will receive a credit for the missed service. In the case of inclement weather that prohibits Chrispy Clean Bins & Power Washing Services from operating, a notice will be sent to the customer. A reschedule date will be made.

IV. Modifications to Customer Agreement

Chrispy Clean Bins & Power Washing Services may amend this Agreement at any time by (a) posting a revised Customer Agreement at www.chrispycleanbins.com, and/or (b) mailing or sending information regarding the amendment to the email address you provided to Chrispy Clean Bins & Power Washing Services. We will welcome all inquiries, questions, and comments regarding any changes made to the agreement from our clients. Our goal is to always serve our customers to the best of our ability and any changes to the agreement would be solely made for the betterment of the service program.

V. Modifications to Service

Chrispy Clean Bins & Power Washing Services reserves the right to modify our delivery of service for the betterment of our customers and the overall success of the service program.

VI. Charges

The Customer agrees to pay all charges for the utilization of the service(s) for the selected package. All charges will be exclusive of value-added sales. Chrispy Clean Bins & Power Washing Services reserves the right to change prices or institute new charges for access to or use of the service. Any changes in pricing will be communicated to the Customer by mail OR email. It is the Customer's option to continue the service or to discontinue the service at that time. Continued use of the services or non-termination of the Customer's Chrispy Clean Bins & Power Washing Services account after any such changes are communicated to the Customer by mail OR email correspondence constitutes your acceptance of the charges as modified by the posted changes.

1. **Payments are automatic.**

Payment to Chrispy Clean Bins & Power Washing Services is automatically charged to the Customer's debit card, credit card, checking account, or PayPal account. Should the payment not be received as scheduled, the Customer agrees to pay all amounts due upon demand by Chrispy Clean Bins & Power Washing Services.

2. **A \$15 late fee will apply if payment is later than 30 days past due.**

Our sole source of income is through our service fees, and we cannot operate without them. Also, a credit hold will be placed on your account until your billing is current. As a family-owned local small business, we cannot afford to continue to provide service if past due service bills are not paid.

3. **After 60 days of past due non-payment, an account will be deemed as delinquent.**

Delinquent accounts will be suspended and no further cleanings routed until the account has been brought back into good standing. Once an account has been classified as delinquent, a credit/debit card MUST be put on file to continue service.

4. **A service fee will be imposed if the bins are not ready for service and we are not notified.**

An email and/or a text reminder are sent before each service. A response to either one of these reminders is necessary when the bins are not ready for service. We must be notified if the bins are not ready for service as our costs of operations are paid only through service fees, and we cannot operate without them.

5. **Referrals**

Should a regular customer offer us a referral to a new customer who registers for a subscription service (one-time services do not apply), Chrispy Clean Bins &

Power Washing Services will provide one (1) free cleaning service to the regular customer as a gesture of appreciation.

VII. Default Payments

Chrispy Clean Bins & Power Washing Services reserves the right to suspend or terminate Customer's service without notice upon rejection of any credit or debit card charges or if the Customer's card issuer (or its agent or affiliate) seeks return of payments previously made to Chrispy Clean Bins & Power Washing Services when Chrispy Clean Bins & Power Washing Services believes Customer is liable for the charges. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Chrispy Clean Bins & Power Washing Services. Termination of service is the very last step of non-payment and will try to be avoided if possible.

VIII. Continuity of Service

The credit or debit card used to establish Customer's account will be automatically processed, in accordance with Customer's payment choice, the month prior to Customer's last paid service. Chrispy Clean Bins & Power Washing Services will notify the Customer of any rate changes. Customer must notify Chrispy Clean Bins & Power Washing Services before any changes to the Customer's credit or debit card or if the Customer decides not to continue with the service.

IX. Cancellation of Service

Once a customer has received and paid for (8) Monthly Cleaning, (5) Bi-Monthly Cleaning, (4) Quarterly Cleaning using a subscription service, a service plan may be canceled with no further obligation. *Trash Bin Cleaning season runs from April-December (weather permitting).

X. Governing Law

These terms and conditions are governed by and construed in accordance with the laws of Rhode Island and Massachusetts. Customer irrevocably submits to the exclusive jurisdiction of the courts in each state or location.

