

Residential Terms of Service

To provide our customers with the best quality of service, we ask you to take a moment to review the following Terms of Service. It is the customer's responsibility to be familiar with our service guidelines throughout our service agreement. Please contact us with any questions.

1. Term – This Agreement will commence on the effective date listed in your contract and shall automatically renew monthly unless cancelled as provided for in Section 8 below.

2. Containers – County Waste Service (CWS) offers two types of residential containers:

- 96 Gallon Poly Cart
- Cubic Yard Metal Dumpster (Four sizes available: 1.5, 2, 3, 4 yard Capacity)

All containers provided by CWS to Customer for the storage and disposal of Customer's municipal solid waste remain the sole property of CWS. Customer is responsible for proper care of the containers provided by CWS and Customer will be charged a replacement fee for any damage to or loss of containers beyond normal wear and tear.

3. Waste Material – Only bagged, compactable, municipal solid waste (MSW) material may be placed in containers for collection. Customer represents and warrants that all waste material placed in containers for disposal shall not contain any hazardous, toxic, or radioactive substances as defined by applicable federal, state, and local laws, and shall meet the requirements for disposal at a municipal non-hazardous waste sanitary landfill. Prohibited materials include, but are not limited to paint, motor oil, solvents or other liquids, tires, car batteries, A/C units, concrete, sand/dirt, hazardous materials, dead animals, appliances, etc. Customer assumes all liabilities for violation of the above warranties. Customer agrees to hold harmless and indemnify CWS for any damage caused by or any liability incurred as a result of any violation of the foregoing warranties by Customer. CWS reserves the right to reject any material for collection that it deems hazardous, or a danger to its employees, equipment, or the general public.

4. Premises and Placement of Containers – Customer authorizes CWS to enter upon Customer's property for the purpose of providing waste removal services, and delivery, maintenance, and removal of CWS's containers. CWS will place containers where Customer specifies only if containers can be serviced and maintained safely from the requested location (additional fees may apply). Customer agrees to keep a 5ft radius around containers free of any obstructions including , parked cars, mailboxes, gates, etc. Service addresses located on TxDOT maintained roadways such as US Highways, State Highways, Farm to Market, Frontage Roads, and others must place containers on private property to avoid encroachment of the right of way (DOT Right of Way does not include County and Private Roads. Customer agrees to have container placed in proper location the night before their scheduled service day. Unless it is caused solely by CWS's gross negligence, CWS is not responsible for damage to Customer's property caused by CWS's equipment in the provision of services under this Agreement. If CWS is unable to service containers due to inaccessibility of container, or other reasons beyond the reasonable control of CWS, service will be delayed until the next scheduled service day. In the event of inclement weather or unforeseen circumstances, service could be delayed until the conditions are safe for service to resume. Like us on Facebook to get updates anytime there is a service delay. CWS will also send out text messages related to service delays. Please ensure the contact information is correct. To update information, fill out a contact form on our website (CountyWasteService.com/contact) and leave the correct phone numbers in the comment section.

5. Monthly Service Rate and Payment – Subject to the terms and conditions of this Agreement, CWS shall furnish municipal solid waste collection services to Customer and Customer agrees to pay CWS for such

services at the monthly rate listed on contract. Statements for CWS's services are sent monthly and Customer's payment is due within 30 days from the statement date. Statements are issued on the first day of the month and payments are due by the first day of the following month. Services are paid for in advance. For example, a bill for May's service will go out on the first of April and is due by the first of May. There are several easy payment options available: (a) electronic bank draft, (b) recurring credit/debit card payments (c) check by mail (d) cash/check/card at our office or (e) our website using a credit or debit card. Convenience fees can be avoided by paying via options (a),(c), or (d) listed above.

PAYMENTS

MAIL County Waste Service P.O. Box 5022 Abilene, TX 79608

OFFICE County Waste Service 7815 US Hwy 277 Abilene, TX 79601 (325) 216-8328

ONLINE You can conveniently pay online at CountyWasteService.com

All credit/debit card payments are subject to a convenience fee. A \$30 bank charge will be applied on all returned checks (paper/electronic). Statements not paid when due are subject to late fees and are grounds for cancellation of service.

6. Changes in Cost – CWS reserves the right to adjust monthly rates for its services due to changes in applicable laws and regulations, increases in fuel prices, taxes, landfill disposal rates, fees or environmental surcharges, increases in the Consumer Price Index (CPI) and increases in other costs not under the reasonable control of CWS. Customer will be given 30 days advance written notice of any monthly rate increase.

7. Additional Fees – All statements are subject to additional fees, as determined by CWS in its sole discretion, for the following: (a) service trips due to blocked containers or limited access to Customer's property; (b) delivery, removal, or replacements of containers, (c) repairs to containers; (d) late payments; (e) special placement or location of containers; (f) other administrative fees; (g) additional bags or waste outside of the container.

8. Service Cancellation – This Agreement may be cancelled by either Customer or CWS for any reason by providing 30 days' prior written notice to the other party. Customer will receive no refunds on amounts paid prior to notice of cancellation and customer shall remain obligated to pay all amounts due CWS for services rendered before CWS's receipt of notice of cancellation. If this Agreement is cancelled for any reason, the Customer is subject to a container removal fee.

9. Holiday Schedule – Our published holidays are New Year's Day, Memorial Day, Labor Day, Thanksgiving Day & Christmas Day. Our office hours may differ from our pickup hours. Trash collection will be conducted the day following the holiday. This may or may not affect every customer. Please follow us on Facebook for all scheduled route delays. CWS will also send out text messages related to our holiday schedule. Please ensure your contact information is correct. To update information, fill out a contact form on our website (CountyWasteService.com/contact) and leave the correct phone numbers in the comment section.

10. Modifications – This Agreement may not be modified, amended, or supplemented except in a written instrument signed by all parties. Notwithstanding the foregoing, CWS may adjust service rates or fees by sending Customer advance written notice of any such adjustment as provided above.

11. Choice of Law & Jurisdiction – This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Any action or proceeding by either party arising out of or related to this Agreement or services rendered hereunder shall be brought only in a state or federal court located in Taylor County, Texas.

12. Entire Agreement – This Agreement is the entire agreement between Customer and CWS and supersedes all prior oral and written understandings and agreements regarding the subject matter of this Agreement.

13. Severability – If any portion of the Agreement is declared illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement remains in effect and shall not be impacted by the removal of the invalid portion.

24 Month Service Agreement Terms and Conditions

By signing this 24-Month Service Agreement, the Customer will receive a discounted rate, a 24-month price-lock guarantee, a no money upfront option, half price delivery, autopay, and enrollment in our container protection plan.

1. The Price Lock Guarantee – ensures the Customer's rate will not increase during the initial 24-month term of this Agreement unless the customer discontinues autopay, adds or changes the services or containers provided, or cancels this Agreement. Customer cannot downgrade container size during contract.

2. No Money Upfront Option – allows the Customer to receive their container(s) for service with no money required during sign up. Delivery fee, a prorated first month, and 2 full months will be rolled into the remaining 22 months creating a new monthly rate for service agreement pricing.

3. Autopay – As a condition of entering into this Agreement, Customer must enroll in and pay their monthly services via autopay. If Customer would like to opt out of autopay, please call CWS for payment method options.

4. Container Replacement – Customer may receive up to one container replacement per year. Customer must call, email, or text to set up container swap.

5. The Initial Term and Renewal Term – The initial term of this Agreement is for 24 full calendar months from the start date listed above. The price of the initial partial month is prorated, and the 24-Month timeline begins on the 1st of the following month. After the 24-Month term, this Agreement will automatically renew for an additional 24-Month term unless terminated earlier by Customer or CWS as discussed in paragraph 7 below. At the end of each 24-Month term, the Customer's discounted service rate will increase by either 5% or the percentage change of CPI-U over the last 12 months of the initial term, whichever is greater. If a customer chooses not to auto renew and chooses month to month, the new rate will reflect current market rates and notice must be given 30 or more days prior to the expiration of the agreement by providing notice to CWS as provided in section 10.

6. Termination of Agreement and Cancellation of Service

A. Termination During Initial Term – Customer may terminate this Agreement and cancel service during the first 14 days of the initial term, without penalty, by calling CWS at the number located on this Agreement. Anytime services are ended there will be a container removal accessed. Customer will be responsible for paying a prorated rate for any services provided during the first 14 days. If Customer chooses to terminate this Agreement and cancel service during the initial Term any time after 14 days from the start date, for any reason other than a special circumstances waiver, the customer will be responsible for paying the following costs: (a) any past due service fees; (b) prorated service fees for the month of termination; and (c) container removal fee or fees if multiple containers; (d) 3 additional months of service fees, or the entirety of the remaining term

if less than 3 months is remaining at the time of termination. Customers will also be required to pay a container removal fee and for replacement of any lost or damaged containers.

a. A special circumstances waiver is for situations where Customer is faced with no choice but to terminate this Agreement. Examples for which a special circumstances waiver may be approved and accepted are as follows:

- i. Moving out of CWS' geographical territory (acceptable proof of move must be provided to CWS).
- ii. Death of account holder (copy of death certificate or other acceptable proof of death may be required).
- iii. Military orders (with copy provided to CWS). With military orders Customer may choose to terminate the Agreement or temporarily discontinue service and freeze the Agreement.
- iv. Other special circumstances will be considered at CWS' sole discretion.

b. If Customer is granted a special circumstances waiver Customer will only be charged a container removal fee and for services rendered up to the date of termination.

B. Termination After Initial Term – After expiration of the initial term, the customer can terminate the Agreement and discontinue service by providing notice to CWS as provided in section 10 below. If this Agreement terminates at any time after the initial term, Customer will be charged then-current market rates for any services that Customer continues to receive. CWS' then- current pricing information can be obtained from CWS' office. Customer's continued use of any services after termination or expiration of this Agreement will remain subject to any other agreements with CWS.

7. Terms and Conditions – This Agreement incorporates by reference the terms and conditions of all other service agreements, and other documents applicable to the services provided to Customer, including without limitation: (i) the Enrollment Agreement; and (ii) the Residential Terms of Service (collectively, the "Other Agreements"). In case of a conflict between the terms of this Agreement and the terms of the Other Agreements, this Agreement shall control. Capitalized terms not otherwise defined here shall have the same meaning as in the Other Agreements.

8. Limitation on Liability (No Indirect or Consequential Damages) – Customer agrees that for any claims that customer assert against CWS and for any claims that CWS asserts against Customer arising out of or related to this Agreement or the Other Agreements, there shall be no liability for indirect or consequential damages, including but not limited to, lost profits or revenue, increased costs of operation, or for exemplary or punitive damages, reliance damages, or other special damages. These limitations apply even if the damages were foreseeable or CWS was told they were possible, and they apply whether the claim is based on contract, tort, statute, strict liability, or any other legal or equitable theory. This section survives termination or end of this Agreement.

9. Non-Waiver – CWS' failure at any time to require strict compliance or performance of any term or condition herein will not be a waiver of CWS' right to require strict performance of any term or condition herein.

10. Notices – When this Agreement requires notice from you to CWS, you agree to provide us with written notice to the address specified on your bill or by calling us. Notice by calling us will be effective as of the date our records show that we received your call. You agree that we may provide you with notice by sending it via U.S. Mail or commercial overnight mail to your last known billing address in CWS' account records, by including the notice on or with your billing statement, by sending notice to any email address on CWS' account records, or by other lawful means. You agree that any of the foregoing will constitute sufficient notice, and you waive any claims that these forms of notice are insufficient or ineffective.

11. Assignment – This Agreement is not assignable by Customer and any attempted assignment without the express written consent of CWS shall be null and void. CWS may assign its rights and obligations under this Agreement freely at any time.

12. Entire Agreement: Survival – This Agreement, together with Other Agreements, constitutes the entire agreement between Customer and CWS with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements whether written or oral. Any attempted changes by you to any term of this Agreement or any additional or different terms contained on any instruments of payment, notices or other communications or documents whether written, electronic, or oral are void. Certain provisions will survive the termination or expiration of this Agreement including, but not limited to, Sections 6, 7, and 8, and all other provisions which by their nature would be expected to survive.