

Customer Service Agreement

Residential



ACCOUNT # 899-5504543

BILLING INFORMATION

CHRIS BERNIER

CUSTOMER NAME

7586 SUNSET AVE

BILLING ADDRESS

LINO LAKES

CITY

MN

55014-1010

(651) 786-0369

STATE

ZIP

PHONE #

cinders512ber@gmail.com

EMAIL

SERVICE INFORMATION

CHRIS BERNIER

SERVICE NAME

7586 SUNSET AVE

SERVICE ADDRESS

LINO LAKES

CITY

MN

55014-1010

(651) 786-0369

STATE

ZIP

PHONE #

cinders512ber@gmail.com

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SPECIAL INSTRUCTIONS - FOR EXAMPLE: NEED CONTAINER DELIVERED IN 72 HOURS

SERVICE OFFERING & PRICE DESCRIPTION



☒ RECYCLING



☒ SOLID WASTE



☐ YARD WASTE

APPLICABLE FEES

☒

FUEL RECOVERY FEE

☒

ENVIRONMENTAL RECOVERY FEE

☐

ADMINISTRATIVE FEE

RATES (EXCLUDING FEES)

YEAR 1 \$31.50 / MONTH

YEAR 2 \$34.65 / MONTH

YEAR 3 \$38.11 / MONTH

Allied Waste Services of North America, LLC DBA Republic Services of the Twin Cities

The undersigned customer acknowledges that he or she has read and understands the terms and conditions of this Residential Service Agreement (this "Agreement") and that he or she has the authority to sign the Agreement.

CUSTOMER'S SIGNATURE

Chris Bernier

TODAY'S DATE

08/31/2016

FOR OFFICE USE ONLY:

952-941-5174

CUSTOMER SERVICE PHONE #

Terms and Conditions



- You understand that by signing this Agreement you are obligating yourself, and your household, to three (3) years of service from Republic Services (the "Term"), after which this Agreement will continue on the same terms set forth in this Agreement (other than for pricing as referred to in the next sentence) until either party provides 30 days' prior notice of termination. For each billing period this Agreement continues beyond the Term, your pricing will adjust to Republic Services' then-prevailing rates for the services being provided.
- Republic Services will collect a fifty dollar (\$50.00) deposit at the time of completion of your order, which will be applied as a payment on your first invoice. If you cancel your order for services before services commence, Republic Services will refund your deposit in full. If you cancel your services after services have commenced but before receiving your first invoice, your deposit will be used to first offset any applicable service fees and then any early termination fees as set forth below.
- You understand the waste materials (including recyclables) collected under this Agreement shall not contain any "Excluded Waste" which, for purposes of this Agreement, means any hazardous or extremely hazardous materials, wastes or substances; restricted hazardous waste; household hazardous waste; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; radioactive wastes; liquid wastes; or sewage sludge, each as defined by applicable federal, state or local laws or regulations. Excluded Waste also includes any other waste that Republic Services notifies Customer in writing cannot legally be accepted, transported, or disposed of by Republic Services. Ownership of and liability for any Excluded Waste delivered to Republic Services under this Agreement will at no time pass to Republic Services, but will remain with you.
- You understand that any equipment Republic Services furnishes to you under this Agreement shall remain Republic Services' property. You will be liable for all loss or damage to such equipment (except for normal wear and tear).
- You shall provide safe, unobstructed access to the equipment on the collection day.
- You understand that you may be invoiced for applicable taxes, fees, or surcharges administered by any Local, State, or Federal Government ("Taxes") in addition to the monthly charges for services specified in this Agreement.
- You understand that you will be billed on a quarterly basis, unless you are notified otherwise by Republic Services. Your bill will be for service to be provided in the current billing period and, at the discretion of Republic Services, may also be for service to be provided in the following billing period, including billing periods that occur after the Term, unless you are notified otherwise by Republic Services. If this Agreement is terminated after the Term in accordance with this Agreement, you will receive a refund for any amounts prepaid for services to be provided following the date on which the Agreement terminates. If you fail to prepay for the services, you will not receive services and will be in breach of this Agreement. You understand that payment is due within 20 days after the date of Republic Services' invoice.
- You will also pay such fees as Republic Services may impose from time to time by notice to you with Republic Services to determine the amounts of such fees in its sole discretion up to the maximum amount allowed by law. Without limiting the foregoing, but subject to applicable law, you shall pay Republic Services the following fees (collectively with the early termination fee below, the "Fees"):
 - Administrative Fee of \$5.25 per invoice for billing, payment processing and account maintenance services; an Environmental Recovery Fee of 13% of invoice total (excluding taxes) relating to nationwide costs of operating business in environmentally friendly manner; and a Fuel Recovery Fee set each month based upon peak weekly-published price per gallon information reported by the U.S. Energy Information Administration website for fuel costs incurred nationally by Company. For more information on the reason and basis for these fees, including the calculation of the Fuel Recovery Fee, please see Company's website at <https://www.republicservices.com/customer-support/fee-disclosures>. Fees may be subject to change at the Company's discretion and upon reasonable notice to the Customer. If the Customer continues to accept the services and pays the increased fee after receiving this notice, the Customer will be deemed to have accepted the new fee.
 - a fee of up to \$30.00 for each check you submit that is an insufficient funds check or is returned or dishonored plus any additional interest, costs, fees, amounts or penalties permitted under applicable state and federal laws;
 - a service interrupt fee of \$35, if Republic Services suspends service for failure to pay;
 - a late payment fee in the amount equal to: (i) the greater of \$5.00 per billing period or 1.5% per billing period of the payment amount that is past due (each, a "Late Payment Amount"); or (ii) the maximum amount permitted by law if such amount is less than the Late Payment Amounts; and
 - an equipment collection and reconditioning fee of up to \$15.00 at the end of this Agreement, or if you do not make the equipment reasonably available for retrieval by Republic Services, an equipment replacement fee of up to \$60.00.
- If you end this Agreement before the end of the Term for any reason, you will pay Republic Services an early termination fee ("ETF") equal to the lesser of: (i) \$100.00 reduced by \$2.50 for every month completed in the Term; or (ii) the maximum amount allowed by law. You acknowledge that in the event of such a termination, actual damages to Republic Services would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Republic Services, such amount does not constitute a penalty, and such amount is reasonable under the circumstances.
- If you are in breach of this Agreement for failure to pay, you will be responsible for all charges, Fees and Taxes through the date Republic Services suspends your service for such failure to pay.
- You understand that your breaching of this Agreement, including but not limited to failure to pay, may result in litigation. You agree that, if any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to damages and such other relief as the court may award, its reasonable attorneys' fees and other litigation related expenses. You further agree that this Agreement shall be governed by and construed in accordance with the laws of the state in which the services provided hereunder are performed, without regard to any conflict of laws provisions.
- Republic Services' obligations under this Agreement may be performed by Republic Services, any of Republic Services, Inc.'s other subsidiary or affiliated companies, or any other company contracted by Republic Services to provide such service.
- You and Republic Services agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.
- You understand and agree that by providing your phone number(s), email, and home address on the first page of this Agreement, you authorize Republic Services and its agents to contact you regarding this account with a prerecorded message or using auto-dialing equipment at the provided phone number(s), including cell phone numbers if provided, or email, and home address.
- To cancel service under this Agreement, you, the undersigned customer, must contact Republic Services directly using the Republic Services phone number provided in this Agreement. Cancellation notices sent by a third party will not be accepted.
- You understand that failure to timely pay any and all sums due under this Agreement, including but not limited to the ETF, may result in Republic Services or its agents reporting such information to one or more nationally recognized credit bureaus. For billing or service issues, contact Republic Services at the telephone number listed on your invoice. If you have a dispute with respect to Republic Services reporting our payment experience with you to credit reporting agencies, you should send your notice of dispute to: Republic Services, Inc., Attn: Cash & Collections Department, 18500 North Allied Way, Phoenix, AZ 85054.

CUSTOMER'S INITIALS

CB

DATE 08/31/2016