

# RAD Customer Service Agreement

TERMS AND CONDITIONS APPLY TO HOUSEHOLD WASTE AND RECYCLING SERVICES (INCLUDING ROLL-OFF, COMMERCIAL AND RESIDENTIAL) AS MAY BE PROVIDED RAD CURBSIDE ("Company")

THIS IS A LEGALLY BINDING AGREEMENT.

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**1. SERVICE PROVIDED** - Customer grants to Company the exclusive right to collect and dispose of and/or recycle all of Customer's Waste and Recycling Materials. Customer represents and warrants that the materials to be collected under this Agreement shall be only "Waste and Recycling Materials" as defined below. For purposes of this Agreement, "Waste and Recycling Materials" means all non-hazardous solid waste, organic waste and Recyclable Materials generated by Customer or at Customer's Service Address. Prohibited Material include but are not limited to: Hazardous Waste or Household Hazardous Waste, such as industrial process wastes, asbestos-containing material, contaminated soils, demolition debris, white goods (refrigerators, air conditioners, dehumidifiers, etc.), toxic substances, waste tires, radio active, flammable, explosive, corrosive, infectious, bio-hazardous, or any other material where disposal is regulated by federal, state or local laws or ordinances. Ownership of and liability for Prohibited Material shall remain with Customer at all times. Customer will be responsible for proper disposal of all Prohibited Materials. Ownership of Customer's Waste and Recycling Materials is transferred to Company upon Company's receipt or collection unless otherwise provided in this Agreement or applicable law. **Non-compliance may result in customer termination at the sole discretion of the Company.**

**2. SERVICE CHANGES** – Customer and Company may agree to changes relating to service levels (schedule, quantity, frequency), type of equipment, types of services, and rates related to these changes through payment of invoice, in writing, or orally. These changes do not change any other terms of service, which will remain in effect for the duration of the contract. **Service change turn around time**

**3. INVOICES; PAYMENTS; CREDITS** - Customer shall pay any and all payments due the Company for services and/or equipment provided to Customer. Company reserves the right to increase the Payments payable by Customer during the Term: (a) changes in service (b) changes in container size (c) to cover any increases in disposal costs (d) to cover increased costs due to uncontrollable circumstances, including but not limited to: changes in taxes, operating expenses, fuel cost, and federal, state, or local laws or regulations. All increases are subject to approval of Teton County prior to effective date. All parties agree that this Agreement as so adjusted will continue in full force and effect. Customer invoice balances not paid within thirty (30) days of the date of invoice will be subject to a late fee. Customer checks that are returned for insufficient funds will be subject to an Insufficient Funds fee. Company retains the right to suspend service to the Customer on balances past due over thirty (30) days until balance is paid in full. If service is suspended for a period longer than 30 days the Company may terminate this Agreement and recover amount owed, any equipment used for service, and any remaining payments due the Company under the agreement.

**4. EQUIPMENT** - All equipment provided to Customer by Company shall remain the property of the Company. Customer will be responsible for maintenance, custody and contents of the equipment while it is on the Customer's property. Customer is liable for theft or damage of the container throughout the duration of this contract. Customer must not modify, alter, or overload containers. Customer shall return the equipment to Company in the condition in which it was provided when this Agreement terminates. Customer will not be held responsible for normal wear and tear on the container during the term of the Agreement. Customer is responsible for providing the Company with clear, unobstructed access to the equipment for service. Customer's failure to provide access may result in a Return Service Fee, which shall be paid by the Customer. By participating in this Agreement, Customer certifies that Customer property is able to support the weight of the equipment used for providing service. Company shall not be held responsible for damage to the Customer ground surfaces as a result of providing service.

**5. BEAR CONFLICT ZONES** – Customer shall comply with all federal, state, and local regulations regarding Bear Proof Containers. Customers in bear conflict zones are required to either (a) store all Waste Materials (garbage) in a bear proof container or (b) not place garbage at the curb between 6pm and 8am. Garbage is defined to include any Waste Material that could reasonably attract wildlife including but not limited to: food, food packaging, toothpaste, deodorant, cosmetics, spices, seasonings, and grease. Garbage does not include other Waste Material such as, but not limited to: non-edible yard maintenance waste, household items, recyclables cleaned of food particles, cardboard. **Non-compliance may result in customer termination at the sole discretion of the Company.**

**6. INDEMNITY** - The Company agrees to indemnify, defend and save Customer, its parent, subsidiaries, and corporate affiliates, harmless from and against any and all liability which Customer may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law, to the extent caused by any negligent act or omission or willful misconduct of the Company or its employees, which occurs (a) during the collection or transportation of Customer's Waste and Recycling Materials, or (b) as a result of the disposal of Customer's Waste and Recycling Materials in a facility owned by the Company or a Waste Management company, provided that the Company's indemnification obligations will not apply to occurrences involving Excluded Materials.

Customer agrees to indemnify, defend and save the Company, its parent, subsidiaries, corporate affiliates and their joint venture partners, harmless from and against any and all liability which the Company may be responsible for or pay out as a result of bodily injuries (including death), property damage, or any violation or alleged violation of law to the extent caused by Customer's breach of this Agreement or by any negligent act or omission or willful misconduct of the Customer or its employees, agents or contractors or Customer's use, operation or possession of any equipment furnished by the Company.

Neither party shall be liable to the other for consequential, incidental or punitive damages arising out of the performance or breach of this Agreement.

**7. ACTS OF GOD** - Except for the obligation to make payments, neither party shall be in violation of the Agreement for a failure to perform or delay in performance caused by events outside of reasonable control. This includes but is not limited to: weather, fires, acts of god, 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 the affected party shall be excused from performance during the occurrence of such events.