

R.A.D. RECYCLING ALTERNATIVE DISTRIBUTION, LLC

1. Parties.

This service agreement is made between R.A.D. Recycling Alternative Distribution, LLC of Victor, ID (*Recycler*) and *Customer*.

2. Terms of the Agreement.

This service agreement will be effective upon submission of signup. Either party may terminate the agreement thirty (30) days prior to next service via written notice to the other.

3. Provision of Service.

Service provided by Recycler is intended solely for the Customer associated with the registered account. Under no circumstances will sharing of service provided by Recycler be allowed at each individual location. Business Customers may not bring recyclable materials from their residences or other personal locals and only recyclable materials produced onsite of will be allowed for pickup.

4. Service Suspension / Service Frequency Change.

Temporary service suspension due to vacation, etc. must be requested seven (7) days prior to date of next service.

Service frequency can be changed only via written request and must be made thirty (30) days prior to next service.

R.A.D. Recycling Alternative Distribution
P.O. Box 366 Victor, ID 83455
P. 208.220.7721 E. info@theradrecyclers.com
www.TheRadRecyclers.com





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5. Duties of Recycler.

a. Pickup of Recyclable Materials. In consideration of fees paid by Customer, Recycler agrees to pickup recyclable materials as defined below. Pickup should occur where Customer's property abuts the street at Customer's address between the hours of 7:00 am and 5:30 pm on day of service dependent on the location and frequency chosen by Customer during the term of this agreement.

b. Recyclable Materials Defined. Recycler shall pickup from Customer aluminum cans, aluminum foil, steel/tin cans, glass bottles and jars, #1 & #2 plastics bottles, #2 & #4 bags, mixed paper (office-pak), newspaper, magazines and catalogs, corrugated cardboard and phone books ONLY. Recycler reserves the right to reject any such materials of unusual size or weight or volume or, if in the opinion of the Recycler, any materials set out by customer may contain hazardous waste.

c. Container Service. Recycler shall distribute two (2) 18-gallon containers to Customer not before a \$25.00 refundable fee is collected in conjunction with acceptance and signup for service. Each bin shall be of distinct color and marking for Customer to use exclusively for recycling with Recycler. **Bins are the property of R.A.D., LLC and must be returned cleaned and in condition of normal wear & tear immediately after either party has terminated service or Customer will forfeit the deposit paid.**

6. Customers' Duties.

a. Notice. In the event Customer needs to contact Recycler to report an interruption in service or with any comments or complaints regarding the service provided Customer shall contact Recycler in person at 724 Rocky Rd. Industrial Park Loop, Unit B, Driggs, ID, via telephone at 208.220.7721

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or by email at info@theradrecyclers.com .

b. Segregation of Recyclable Materials / Limitations. Customer shall segregate each type of recyclable material and place those separated materials in the bin designated for that particular type of recyclable material in advance of setting out the bins used by the Customer for pickup by Recycler. Customer is encouraged to contact Recycler for instructions on segregating Customers' materials if Customer is unsure of which bin to use for that material.

All recyclable materials set out by Customer must be contained within the two (2) bins provided with lids completely affixed. Cardboard should be completely flattened and placed under the bins. Any materials of unusual size, weight or volume, or material of unknown type, may be set out by the Customer for pickup by Recycler only upon prior contact with Recycler and upon the Recycler's agreement to pickup such material. Any unaccepted items (garbage, hazardous waste, and anything other than traditional recyclable) will not be picked up and will be left at the pickup location/address.

c. Access. Customer shall set out the recyclable material in the proper bins for each such material at such point where Customers' property meets the street or roadway accessing such property. Recyclable material or bins set out far enough away from the street or roadway that Recycler cannot immediately and easily reach the may not be picked up by Recycler, unless prior arrangements have been made. No vehicles or other obstacles should be placed between the recyclable material set out for pickup and the edge of the street or roadway.

d. Times for Set Out. Customer shall set out the recyclables intended for pickup no earlier than 5:00 a.m. and no later than 7:30 a.m. on the scheduled collection day. Customer shall retrieve bins and any unaccepted materials not picked up no later than 7:30 p.m. on the scheduled collection

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day.

7. Charges.

a. Monthly Invoices. Recycler will submit to Customer invoices for charges on a monthly basis at the beginning of each month of service in advance of the accrual of each charge. Charges for partial months service will be prorated on a thirty (30) day basis.

b. Additional Fees / Bin Charges. Charges for pickup of any materials not suitable for the bins provided by Recycler or requiring special handling by Recycler will be invoiced after the service is completed.

Replacement of bins whether lost or damage judged by Recycler that has occurred not consistent with normal wear and tear will be \$12.50 per bin.

c. Payment Date. Payment of all charges will be due on the 15th day of each month following receipt of the invoice by Customer. A late fee of \$5.00 will be applied each month until bill is paid in full.

d. Changes in Charges. Monthly charges may be modified by Recycler at each yearly anniversary of the service agreement by Recycler providing Customer thirty (30) days prior written notice of any such change in charges, upon prior approval from local officials.

8. Termination of Service

Upon the termination of this agreement Customer shall pay all charges for outstanding invoices due at the time of cancellation or termination and Recycler shall refund to customer any payments received from Customer for services not earned at the time service ceases. **Customer shall promptly make available to Recycler all bins provided to Customer after either party has terminated service for purposes of this agreement.**

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9. Indemnification.

Customer shall fully indemnify, defend and hold Recycler, R.A.D. Recycling Alternative Distribution, LLC, harmless against any and all claims, suits, actions, liability and judgments for damages arising from materials received by Recycler from Customer. These damages or penalties shall include damages arising from any acts by Recycler whether or not the act or omission complained of is authorized, allowed, or prohibited by this service agreement.

10. Applicable Law.

The parties' rights under this agreement, and the relationship between the parties is governed by, and will be interpreted in accordance with, the laws of the State of Idaho.

R.A.D. Recycling Alternative Distribution, LLC.

Managing Members

There shall be no other representations of this contract and its sole use is intended for R.A.D. Recycling Alternative Distribution, LLC exclusively.

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