

## CUSTOMER BILL OF RIGHTS

**What We Will Collect.** We will collect refuse, green waste, and commingled recyclables in bins and/or carts we provide. You must place refuse, recyclable materials, and green waste in the appropriate bins and/or carts. We will not pick up materials that you discard outside of bins and/or carts unless you have made previous arrangements with us, as described below.

**Additional Customer Options Regarding Recyclables. Mandatory Recycling.** Commercial businesses and multifamily residences (5 or more units) that generate four cubic yards or more of solid waste per week are required by California law to recycle. To comply with the law, you may donate or sell any or all of your recyclables to someone else, such as recycling centers or reuse enterprises or subscribe to recycling services with us. We offer the following recycling service options without additional charge: a one cubic yard recyclable bin or up to two 96-gallon recyclable carts. Additional or larger containers will be offered at half the rate for the same type and capacity of refuse container and same frequency of a refuse collection service. In addition, we will conduct free annual site visits to evaluate whether your existing levels of refuse and recycling service is appropriate, and promote and implement recycling services.

**We Will Not Collect Hazardous Waste or Electronic Waste.** *State law prohibits disposal of hazardous materials and certain electronics in your trash.* Hazardous waste includes: most paints, pesticides, petroleum derivatives such as motor oil and solvents, batteries, thermostats, aerosol cans, fluorescent lights, and certain mercury-containing devices. Electronic waste includes “covered electronic devices” and electrically powered equipment described below under “On-Call Pickups”, which you may ask us to collect separately. If we identify these items in your trash, we will tag your bin and not collect it. For additional safe and legal disposal options, call the HAZWASTE HOTLINE at (888) CLEANLA or visit [www.CleanLA.com](http://www.CleanLA.com).

**When We Will Collect.** We will collect your containers on your scheduled collection day(s) each week. We will notify you in advance if we make a permanent change in your scheduled collection day. If your scheduled collection day falls on or after a holiday, during a holiday week, collection will be delayed by one day (Friday customers will have their collection on Saturday). **We observe the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year’s Day.**

**Where We Will Pick Up.** You must set your bin(s) at the set-out site as agreed upon unless you have roll-out service. If we agreed to collect on private driveways or pavement, we will ask you to sign a waiver of damage liability. We must repair or replace, to your satisfaction, damaged property, and reimburse you for cost of personal injury, caused by our negligence or willful acts or omissions. In addition to enforcing your rights under the franchise agreement, you may institute civil suits allowed under law.

**Container Enclosure Maintenance and Litter.** You are responsible for keeping your container enclosure or set out site clean and in good repair. We will clean up all litter caused during collection.

**Weight Limitations of Carts or Bins.** We will not pick up carts weighing more than XXX or bins weighing more than: x cubic yard bin= xxx lbs, etc. (Hauler will provide max wt based on container size).

**Repair/Replacement.** We will repair or replace containers within two weeks of your request at no charge.

**Five On-Call Pickups or One Annual Cleanup Event for Bulky Items and Electronics for Residential and Multi-Family Properties.** We will provide one of the following service options upon your request at no charge:

- (1) Five pickups of bulky items (limit of five items per pick-up) and unlimited amounts of certain electronics at your request each year at no charge. If you call us at least 24 hours in advance we will collect them on your next regularly scheduled pickup day at the regular site for placing solid waste containers but *not* in any roadway or other public right of way.
- (2) One annual cleanup event with a collection of unlimited amounts of bulky items and certain electronics on the date agreed to between the customer and us, at the regular site for placing solid waste containers but *not* in any roadway or other public right of way. We will collect those materials at no charge. At least once each year we will talk with or meet in person the owner or superintendant of a multifamily residence and schedule the annual cleanup event.

Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs); appliances (such as refrigerators, range, washers, dryers, water heaters, dishwashers, plumbing, and other similar items). Electronics includes “covered electronic devices” such as cathode ray tubes (as in TV and computer monitors), LCD and plasma screens; and electrically powered equipment such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, and calculators.

**On-Call Pickups for Other Customers with Surcharge.** We will make five pickups of bulky items (limit of five items per pick-up) and unlimited amounts of certain electronics at your request each year at specified charges. If you call us at least 24 hours in advance, we will collect them on your next regularly scheduled pickup day.

**When You Must Pay. (Hauler to provide billing information)** Sample Language: We bill trash collection services monthly or quarterly in advance. We will mail your bill on or before the 1<sup>st</sup> day of your billing period, for example, on April 1<sup>st</sup> for the billing period of April, May, and June. Your bill is due no later than the last day of the first month, for

example on April 30<sup>th</sup>. If we do not receive payment by the last day of the second month, for example, May 31<sup>st</sup>, your bill will become delinquent and an additional ten percent per annum fee will be added to the balance. We may terminate your service if you do not pay your service fees by the end of the billing cycle, for example, June 30<sup>th</sup>. We will charge \$25 to restart the service after a service interruption and a \$25 fee on returned checks.

**Customer Termination Rights And Right To Self-Haul.** Within six months of your new service, we will amend any written subscription order you may have with us to grant you your customer termination rights. You may terminate service without cause at any time by giving us 90 days notice if you are not delinquent in paying us any service charges. You may also terminate service immediately in the event of certain emergencies or by giving us 14 days notice, if we fail to provide service (such as missing pickup or failing to timely repair or replace carts) or we bill you incorrectly (such as changing your service rate(s) without obtaining your prior consent through a revised Customer Subscription Order). You also have the right to self-haul all or some of your waste in addition to, or instead of, subscribing to our service.

**Customer Notification.** We will provide a written final notice (postmarked at least 14 days in advance ) if we are to suspend or terminate your service. The final notice will include an explanation for the suspension or termination and information on how to resolve your issue and restart service.

**We will refund (Hauler to provide language).** Sample Language: any overcharges (including advance payments for services that you subsequently cancel) within 30 days after we receive them. We will pay you interest on overcharges (other than advance payments for subsequently canceled services) at ten percent per annum from the date the overcharged until the date refunded.

**Where You Can Contact Us.** You may call us regarding service or complaints Toll Free at (insert haulers number here) between Xam and Xpm weekdays, except holidays. You may come to our office located at (insert haulers office here) mail correspondence to our office address or by e-mail at (insert haulers e-mail address). If we do not satisfactorily resolve any complaint; you may call the County at 1-888-253-2652.

**We Do Not Discriminate.** If you are entitled to service, we will not discriminate against you on account of race, creed, color, sex, gender, national origin, ancestry, religion, age, physical or mental disability, marital status, or political affiliation.

**Rights Of Privacy.** We will observe and protect your rights of privacy and trade secrets. Unless you give us permission, we will not reveal any information identifying you or the composition or contents of your solid waste to any person except the County or if required by law.

**Thank You For Allowing (insert haulers name here) To Serve You!**