



## **RESIDENTIAL TERMS OF SERVICE**

To provide you with the best quality service, we ask that you take a moment to review the following Residential Terms of Service (the “Terms of Service”). It is each customer’s responsibility to be familiar with the Terms of Service. Please contact us with any questions.

County Waste Service is referred to as “CWS”, “we”, or “us” and Customer is referred to as “Customer” or “you.” These Terms of Service and the Enrollment Agreement are collectively referred to as the “Agreement.”

### **1. TERM**

This Agreement will commence on the effective date listed above and shall automatically renew monthly unless cancelled as provided 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 because 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 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’ containers. CWS will place containers where the 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 roads, frontage roads, and others must place containers on private property to avoid encroachment

of the state owned right-of-way. TxDOT right-of-way does not include county roads, municipal streets, or private roads. Customer agrees to place containers in properly accessible location the night before their scheduled service day. Unless caused solely by CWS' gross negligence, CWS is not responsible for damage to Customer's property caused by CWS' equipment used in the provision of services to Customer.

If CWS is unable to service containers due to inaccessibility, 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 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 your contact information is correct and up to date. To update information, fill out a contact form on our website ([CountyWasteService.com/contact](http://CountyWasteService.com/contact)) and leave the correct phone numbers in the comment section.

## **5. MONTHLY SERVICE RATE AND PAYMENT**

Subject to these Terms of Service, CWS shall furnish municipal solid waste collection services to Customer and Customer agrees to pay CWS for such services at the monthly rates listed in the Enrollment Agreement. Statements for CWS's services are sent monthly and Customer's payment is due within 30 days from the statement date. 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. 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.

### **PAYMENT**

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

**ONLINE:** You can conveniently pay online at:  
[CountyWasteService.com](http://CountyWasteService.com)

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

## **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. Customer will be given thirty (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) additional 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) resumption of service after cancellation; (f) special placement or location of containers; (g) other administrative fees; and (h) additional bags or waste outside of the container

## **8. SERVICE CANCELLATION**

Service may be cancelled by either Customer or CWS for any reason by providing fifteen (15) 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' receipt of notice of cancellation. If this Agreement is cancelled for any reason by either party prior to the one-year anniversary of the effective date, Customer will be charged a container removal fee. Resumption of service after cancellation is subject to a service resumption 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. If your service day falls on a holiday, the service will generally be conducted on the next business 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.

## **10. MODIFICATIONS AND WAIVER**

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. One or more waivers of any term, or condition of this Agreement by either party, or of any act by the other party requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

## **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 this Agreement is declared illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement remains in effect and shall not be impacted by the removal of the invalid portion.