



Residential Terms of Service

To provide our customers with the best quality of service, we ask you to take a moment to review the following Terms of Service. It is the customer's responsibility to be familiar with our service guidelines throughout our service agreement. Please contact us with any questions.

1. TERM

This Agreement will commence on the effective date listed in your contract and shall automatically renew monthly unless cancelled as provided for 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 as a result 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 general 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's containers. CWS will place containers where 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, Frontage Roads, and others must place containers on private property to avoid encroachment of the right of way (DOT Right of Way does not include County and Private Roads. Customer agrees to have container placed in proper location the night before their scheduled service day. Unless it is caused solely by CWS's gross negligence, CWS is not responsible for damage to Customer's property caused by CWS's equipment in the provision of services under this Agreement.

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

5. MONTHLY SERVICE RATE AND PAYMENT

Subject to the terms and conditions of this Agreement, CWS shall furnish municipal solid waste collection services to Customer and Customer agrees to pay CWS for such services at the monthly rate listed on contract. Statements for CWS's services are sent monthly and Customer's payment is due within 30 days from the statement date.

Statements are issued on the first day of the month and payments are due by the first day of the following month. 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.

PAYMENTS

MAIL

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

OFFICE

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

ONLINE

You can conveniently pay online at CountyWasteService.com

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.

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 not under the reasonable control of CWS. Customer will be given 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) 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) special placement or location of containers; (f) other administrative fees; (g) additional bags or waste outside of the container.

8. SERVICE CANCELLATION

This Agreement may be cancelled by either Customer or CWS for any reason by providing fifteen (30) 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's receipt of notice of cancellation. If this Agreement is cancelled for any reason, the Customer is subject to a container removal 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.

Trash collection will be conducted the 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. Please ensure your contact information is correct. To update information, fill out a contact form on our website (CountyWasteService.com/contact) and leave the correct phone numbers in the comment section.

10. MODIFICATIONS

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.

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