



Responsible Waste Solutions

A Family-owned Company Providing Local Recycling Services

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Chesapeake, VA 23324
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<u>SERVICE INFORMATION</u>	<u>BILLING INFORMATION</u> (If different from Service Address)
NAME: _____	NAME: _____
STREET ADDRESS: _____	STREET ADDRESS: _____
CITY: _____ STATE: _____	CITY: _____ STATE: _____
ZIP CODE: _____	ZIP CODE: _____
PHONE: () _____	PHONE: () _____
E-MAIL: _____	E-MAIL: _____

TERMS AND CONDITIONS

Customer grants to the undersigned, TFC Recycling (Company) the exclusive right to collect, process and market all of the Customer's Recyclable Materials, and agrees to make the payments as provided herein and the Company agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement. **Customer will be invoiced quarterly in advance and must pay by credit card on auto-pay.**

ARTICLE I - RECYCLING SERVICES PROVIDED

TFC Recycling will provide pick up of your household recyclable materials on the service day specified by TFC Recycling, provided the furnished roll-cart is out at the curbside/roadside the night before service. TFC Recycling will **NOT** enter any private enclosure or private roadways, etc. to pick up recyclable materials. To ensure your recycling cart is emptied, it must be placed by the edge of the roadway the night before the scheduled collection service with the lid opening facing the street (handles facing the house) and, if you have more than one cart, they must be spaced at least 3 feet apart. TFC Recycling will NOT accept hazardous waste, regulated waste, flammable waste, dangerous materials, anything that is not acceptable, or not placed inside the cart.

TFC Recycling will only pick up the following acceptable recyclable materials that are clean, dry, and free of food residue:

RECYCLE RIGHT

PAPER	BOTTLES	CANS	GLASS	CARTONS	
Flattened Cardboard, Newspaper, Magazines & Mail	Kitchen, Laundry, Plastic Bottles & Jugs (empty, rinse, and remove cap)	Aluminum and Steel Food & Beverage Cans (empty and rinse)	Bottles & Jars (empty, rinse, and remove lid)	Food & Beverage Cartons (empty, rinse, and remove cap)	
NO!					
No Plastic Bags or Plastic Wrap	Do Not Bag Recyclables (keep them loose)	No Tangles, Cords, Hoses, or Ropes	No Flammables, Gas Tanks, Batteries, Propane Tanks, Paint, or Aerosol Cans	No Food, Liquid, or Pizza Boxes (empty all containers)	No Styrofoam™ (carryout or packing material)

TFC RESERVES THE RIGHT TO REJECT AND NOT COLLECT A CART WITH NON-ACCEPTABLE MATERIALS. TFC WILL LEAVE A REJECTION NOTICE AND IT IS THE CUSTOMER'S RESPONSIBILITY TO REMOVE NON-ACCEPTABLE ITEMS PRIOR TO NEXT COLLECTION. CUSTOMER WILL NOT BE ELIGIBLE FOR A CREDIT FOR NON-SERVICE DUE TO CONTAMINATION. TFC RESERVES THE RIGHT TO INCLUDE OR EXCLUDE ITEMS AS MARKET AVAILABILTY DICTATES.

TFC Recycling will NOT make a special trip to collect waste that was not out the night before service. Customer grants to the undersigned, TFC Recycling, hereinafter referred to as the Company, the exclusive right to collect and dispose of all of Customer's recyclable materials, and agrees to make the payments as provided for herein and the Company agrees to furnish such services and equipment.

ARTICLE II - HOLIDAYS

TFC Recycling observes the following holidays for refuse and recycling collection; New Year's Day, Independence Day, Thanksgiving, and Christmas. If your pick up day falls on or after the holiday, for that holiday week only, your pick up day will be the following day.

ARTICLE III - CART PROVIDED

Customer acknowledges that the cart provided is the property of TFC Recycling and that Customer has care and custody of the container except when it is physically being handled by employees of TFC Recycling. If the cart is lost, stolen, destroyed, or damaged while in the customer's possession, customer agrees and understands that he is responsible to reimburse TFC Recycling for the cost of repairing or replacing the cart at TFC's option. TFC Recycling requests that the customer retain the serial number of the cart for Customer's records. TFC Recycling is not responsible for any damage to a customer owned cart, in the event that a customer should use their own cart, except due to gross negligence by TFC.

Any customer owned cart used must be approved by TFC in advance of service so that TFC may verify our equipment can collect it.

ARTICLE IV - TERM

The term of this agreement is month to month from the date of agreement. This agreement shall automatically renew monthly unless either party shall give written notice of termination by certified mail to the other party at the addresses listed in this contract, at least thirty (30) days prior to the initial term or any renewal term. In the event the Customer terminates this agreement prior to one year after initial sign up, customer agrees to pay a \$96 fee for the cost of cart unless customer is using their own cart or jurisdiction provided cart. See ARTICLE VII. Term expiration may be accelerated by TFC Recycling in the event customer relocates Customer's residence outside the franchise service area of TFC Recycling.

ARTICLE V - PAYMENTS

Payment shall be made by customer by auto-pay. If the customer fails to make payment upon 30 days of the invoice due date, service will be suspended and the TFC Recycling cart will be picked up at the convenience of TFC Recycling and Customer will be in breach of this agreement. See ARTICLE VI.

ARTICLE VI - LIQUIDATED DAMAGES

In the event Customer terminates this Agreement prior to one year after initial sign up, Customer agrees to pay TFC Recycling \$96 for the cost of the 96 gallon cart, unless the customer is using their own cart or jurisdiction provided cart. In the event Customer fails to pay TFC Recycling any and all amounts which become due under this Agreement, or fails to perform its obligations hereunder and TFC Recycling refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all of the costs incurred by TFC Recycling as a result of such action, including reasonable attorney fees, penalties, interest, or other collection costs. Should any Governmental Agency install a publicly procured contract for jurisdiction-wide curbside recycling collection and processing services, this agreement may become null and void thirty (30) days after the first service date of said jurisdictional contract.

ARTICLE VII - SUSPENSION AND TERMINATION FOR CAUSE

If, during the term of this Agreement, customer shall be in breach of any provision of this Agreement, company may suspend or terminate its performance hereunder until such breach has been corrected; provided, however, customer shall not be allowed to terminate that no termination shall be effective unless and until the complaining party has given written notice of such breach to the other party and the other party has failed to cure such breach within at least ten (10) days thereafter. In the event any such breach remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination: which shall become effective upon receipt of such notice.

ARTICLE VIII - EXCUSED PERFORMANCE

Company hereto shall not be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, fires and acts of God including snow and ice, which at Company's sole discretion, which may constitute unsafe working conditions for its employees.

ARTICLE IX - BINDING EFFECTS

This Agreement is a legally binding contract on the part of the Company and Customer and their respective heirs, successors, and assigns, in accordance with the terms and conditions set out herein the interpretation of which is governed by the laws of the Commonwealth of Virginia. Customer may not assign this Agreement without TFC Recycling prior written consent.

ARTICLE X - ASSIGNMENT

This Agreement, its rights or obligations, is assignable or transferable by company, in whole or in part, without the prior written consent of the customer. In the event of the sale of all or substantially all of this business of company, as the case may be, company shall use commercially reasonable efforts to transfer this Agreement in connection with such transaction.

ARTICLE XI - ENTIRE AGREEMENT

This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding same. The company may amend this Agreement pursuant to a written notice to changes in the service levels and/or rates.

Customer Signature: _____