



## **Bill of Rights**

### **EXCLUSIVE COMMERCIAL FRANCHISE**

#### **CUSTOMER BILL OF RIGHTS**

**What We Will Collect.** We will collect trash (also known as refuse), organic waste, and commingled recyclables in containers we provide. You must place refuse, recyclable materials, and organic waste in the appropriate collection containers. We may not pick up materials that are discarded outside of containers and as such may be considered a non-collection event unless you have made previous arrangements with us, as described below.

**Mandatory Organic Waste Collection Services.** The Los Angeles County Board of Supervisors adopted the Mandatory Organic Waste Disposal Reduction Ordinance, which enforces all persons (residents and business/property owners) in the County unincorporated communities to subscribe to organic waste collection services. To comply with this law, you may self-haul, self-manage organic waste on site, utilize an authorized Micro-Hauler (Limited to Organic Waste Collection Only), or you may choose to receive organic waste collection services with us. Additionally, all our customers will be provided a 64-gallon cart of weekly organic waste collection services at no additional charge, along with their weekly refuse collection services.

Should you need more containers, we can offer a variety of sizes at a cost. Please contact us for your needs.

**Mandatory Commercial Recycling.** Commercial businesses and multifamily residences (of 5 or more units) that generate four (4) 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 of, or all, your recyclables elsewhere, such as recycling centers or reuse enterprises, or subscribe to recycling services with us. Additionally, all our customers will be provided a 96-gallon cart of weekly recycling collection services at no additional charge, along with their weekly refuse collection services. 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. To evaluate and determine whether your existing levels of refuse, recycling, and organic waste services are appropriate, and promote and implement recycling services, a free site visit and waste assessment will be provided upon the start of collection services. Ongoing site visits and waste assessments will be provided every other year thereafter or as needed.

**We Will Not Collect Hazardous Waste.** State law prohibits disposal of hazardous materials in your collection containers. 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. If we identify these items in your containers, we will tag your containers and they will not be collected. For additional safe and legal disposal options, call 1 (888) CLEAN LA 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, or during a holiday week, collection will be delayed by one (1) day. (Friday customers will receive 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 containers(s) at the set-out site as agreed upon unless you have roll-out/scout 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 Dumpsters.** We will not pick up carts weighing more than 250 pounds or dumpsters weighing more than: Standard three (3) cubic yard dumpster=350 pounds.

**Repair/Replacement.** At no additional charge, we will repair or replace damaged containers within two service days after we have observed damaged containers while providing service and upon your request, unless the container damage is deemed to be due to customer negligence.

**Bulky Items and Electronic Waste Pickups for Multifamily and Residential Customers.** We will provide a specified maximum amount of bulky item pickups per year at no charge (limit of ten (10) items per pickup) based on the number of units on the premises, as specified in the chart below.

<b>Residential and Multifamily Premises with Number of Units</b>	<b>Maximum Collection Pickups (no additional cost to Customer)</b>
MF Premises with 150+ units	Up to 50 per year No Charge
MF Premises with 101-149 units	Up to 40 per year No Charge
MF Premises with 50-100 units	Up to 30 per year No Charge
MF Premises with 25-49 units	Up to 20 per year No Charge
MF Premises with 1-24 units *1-unit accounts for a Residential Customer	Up to 10 per year No Charge

Examples of bulky items include discarded furniture (such as chairs, sofas, mattresses, box springs, and rugs), appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing), and other similar items. Electronic waste 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.

The collection of special recyclable and reusable items such as textiles, wood and lumber are also included.

**Bulky Items and Electronic Waste Pickups for Commercial Customers.** We will make six (6) pickups of bulky items (limit of ten (10) items per pickup) and unlimited amounts of certain electronics at your request each year. 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.** We bill trash collection services monthly or quarterly in advance. We will mail your bill on or before the first day of your billing period, i.e., April 1st for the billing period of April, May, and June. Your bill is due no later than the last day of the first month. With this example, that would be April 30th. If we do not receive payment by the last day of the second month, i.e., May 31st, your bill will become delinquent and an additional 10% 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, i.e., June 30th. We will charge \$25 to restart the service after a service interruption and a \$25 fee on returned checks.

**Refunds.** We will refund 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 10% per annum from the date of the overcharge until the date refunded.

**Third Party Services.** Customers have the option to obtain extra services such as: roll-out and scout service through another service provider.

**Customer Termination Rights and Right to Self-haul.** Within six (6) 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 at any time by giving us 14-days' notice, your notice must include a reason for the termination. You also have the right to self-haul some of, or all, your solid 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.

**Where You Can Contact Us.** You may call us toll-free regarding service or complaints at 1 877 714 9273 between 08:00am and 05:00pm on weekdays, except holidays. You may come to our office located at 1035 East 4<sup>th</sup> Street, Santa Ana, California 92701-4750, mail correspondence to our office address or e-mail us at [info@waredisposal.com](mailto:info@waredisposal.com). If we do not satisfactorily resolve any complaint, you may call Los Angeles County Public Works 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 as required by law.

Thank You for Allowing Ware Disposal Inc. to Serve You!