



Rescue Disposal

615-780-8283

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YEARLY RESIDENTIAL TRASH SERVICE AGREEMENT

This Yearly Residential Trash Service Agreement is entered into between **Rescue Disposal** and the undersigned customer.

1. CUSTOMER INFORMATION

Customer Full Name: _____

Service Address (Service Location):

Street Address: _____

City: _____ State: _____ ZIP: _____

Mailing Address (if different):

Street Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ **Email:** _____

2. FREE MONTH AND CONTRACT TERM

Customer will receive an initial **one (1) month promotional service period at no charge** ("Free Month").

The **twelve (12) month contract term** shall **begin immediately after the Free Month ends** and shall continue for twelve (12) consecutive months thereafter, unless terminated in accordance with this Agreement.

The Free Month **does not reduce, shorten, or apply toward** the twelve (12) month Term.

3. SERVICES PROVIDED

Rescue Disposal agrees to provide **weekly residential trash collection with back-door service** at the Service Address listed above, based on the subscription selected by the Customer.

Back-door service means Rescue Disposal will retrieve the trash **can** from the agreed-upon accessible location and return it after service, provided access is safe and unobstructed.

Service may be delayed due to holidays, weather, road closures, unsafe conditions, equipment failure, or other circumstances beyond Rescue Disposal's reasonable control.

4. SUBSCRIPTION SELECTION, PRICING & RATE LOCK

Customer Initials Required: _____

One (1) Can – Back-Door Service

- Annual Rate: **\$420**
- Billed at **\$35 per month** during the Term

Two (2) Cans – Back-Door Service

- Annual Rate: **\$540**
- Billed at **\$45 per month** during the Term

Rates are **locked for the full twelve (12) month Term** and will not increase during the Term if the account remains in good standing.

Selected Service Day: _____

5. CAN OWNERSHIP, CARE, ACCESS & SET-OUT REQUIREMENTS

All trash **cans** remain the **property of Rescue Disposal**.

Customer is responsible for reasonable care of **cans** and agrees not to damage, modify, or misuse them.

Damage, Loss, or Misuse of Cans

Customer is responsible for **damage to, loss of, or misuse of** any trash **can** provided by Rescue Disposal beyond normal wear and tear.

If a **can** is damaged due to Customer negligence, abuse, fire, vehicle impact, vandalism, or improper use:

- Rescue Disposal may charge a **repair fee, or**

- If the **can** is **not repairable**, Customer agrees to pay the **full replacement cost** of the **can**.

Replacement cost shall be based on the **current market cost** of the **can** at the time of replacement.

Can Placement & Set-Out Time

Trash **cans** must be placed in the designated pickup location:

- **No later than the day before the scheduled pickup, or**
- **No later than 5:00 AM on the scheduled pickup day**

Cans not accessible by this time may not be serviced, and missed service due to late placement is **not eligible for a refund or make-up pickup**.

No Guaranteed Pickup Time

Rescue Disposal **does not guarantee a specific pickup time** on the scheduled service day.

Customers are responsible for ensuring **cans** are properly set out by the required set-out time, regardless of the actual time service occurs.

Customer Initials (Section 5 – Can Care, Set-Out & Pickup Time): _____

6. PAYMENT, BILLING & ACCOUNT STATUS

Customer Initials Required: _____

- Monthly billing begins **after the Free Month**
- Invoices issued **twenty-one (21) days prior to the due date**
- Payments due on or before the due date
- **\$10 late fee** applies after **seven (7) days overdue**
- Service may be **suspended at fourteen (14) days overdue**
- **Cans may be removed and service canceled at twenty-one (21) days overdue**
- **\$25 reinstatement fee** applies if service resumes after can removal

Failure to maintain payments constitutes a **material breach** of this Agreement.

7. NO REFUNDS FOR PARTIAL MONTHS

Monthly service charges are **non-refundable for partial months**.

8. ACCEPTED & PROHIBITED ITEMS

Customer Initials Required: _____

Prohibited items include construction debris, concrete, dirt, rocks, tires, batteries, electronics, chemicals, paint, solvents, fuel, propane tanks, hot ashes, medical waste, appliances, furniture, bulk items, yard waste, or any items prohibited by law.

9. PROHIBITED ITEMS ENFORCEMENT

Customer Initials Required: _____

- **First violation:** Written warning
- **Second violation:** \$100 fine
- **Third or repeated violations:** Service termination and **can** removal

Customer remains responsible for all amounts due even if service is terminated for violations.

10. CUSTOMER RESPONSIBILITIES

Customer agrees to secure pets and maintain a safe service area.

11. SERVICE STANDARDS

Rescue Disposal does **not guarantee a specific pickup time or order of service.**

12. LIMITATION OF LIABILITY

Rescue Disposal's total liability shall not exceed the amounts paid by Customer in the **two (2) months immediately preceding** the claim.

13. EARLY TERMINATION & DEFAULT

Customer Initials Required: _____

A. Customer-Initiated Termination

If the Customer cancels, terminates, or otherwise breaks this Agreement **for any reason** before the end of the twelve (12) month Term (excluding termination under Section 13(B)), the Customer shall be **financially responsible for the full contract price for the entire Term**, regardless of billing frequency.

Any remaining unpaid balance of the contract becomes **immediately due and payable** upon termination.

B. Service Provider Negligence or Failure to Perform

If Rescue Disposal is **negligent**, materially fails to provide contracted services, or otherwise does not uphold its service obligations under this Agreement, and such failure is not corrected within a **reasonable time after notice**, the Customer may cancel this Agreement **without penalty**.

In such case, the Customer shall only be responsible for charges incurred up to the effective cancellation date, and no early termination charges shall apply.

C. Termination for Nonpayment or Violations

Rescue Disposal may suspend or terminate service for nonpayment, prohibited items, unsafe conditions, or other material violations of this Agreement. In such cases, the Customer remains responsible for all amounts due under Section 13(A).

14. INDEPENDENT CONTRACTOR

Rescue Disposal is an **independent contractor**.

15. NO WAIVER

Failure to enforce any provision does not waive future enforcement.

16. COLLECTION COSTS

Customer agrees to pay collection costs and attorney fees as permitted under **Tennessee law**.

17. GOVERNING LAW & VENUE

This Agreement is governed by the laws of the **State of Tennessee**.

18. SEVERABILITY

Invalid provisions do not affect the remaining Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the **entire agreement** between the parties.

20. SIGNATURES

Customer Signature: _____

Printed Name: _____

Date: _____

Rescue Disposal Representative: _____

Date: _____