

# COMMERCIAL CUSTOMER BILL OF RIGHTS

**What we will collect.** We will collect commercial refuse in containers/bins, and recyclables in wheeled carts or 3-yard bins we provide, within one week of requesting services. We will stop collecting following your direction by phone or in writing. You must place all refuse and recyclable materials in containers. We will not pick up overweight containers or containers with hazardous materials that pose a health and safety threat to our employees. We will add or reduce the number of carts or bins within 2 weeks following your request on mutually agreed upon date, without charge. We will replace or repair damaged carts or bins within 24 hours of your request.

**Recyclables collection program.** We will provide up to two 90-96 gallon carts or a 3-yard bin for collection of your recyclables without additional charge. You may subscribe to extra bins or carts for nominal charges indicated on your subscription order. Recyclables include *newspaper, corrugated cardboard, chipboard, mixed and white paper, newspaper, telephone books, metals (such as aluminum and tin cans), \$1 and #2 plastics and glass containers.* You may set out your recyclables mixed together or separated by type, as agreed to on your subscription order.

**Hazardous Waste.** State law prohibits disposal of **hazardous materials** and certain **electronic devices** in your trash. Most *paints, pesticides, all batteries, fluorescent bulbs, thermostats and petroleum derivatives such as motor oil and solvents* are considered hazardous. **Electronic devices** include *cathode ray tubes (as in TV and computer monitors), LCD and plasma screens.* Other items banned from disposal include *computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, aerosol cans and certain mercury-containing devices.* If these items are identified in your trash, your container will be tagged and not collected. For safe and lawful disposal options, go to the City's website at <http://www.lacanadaflintridge.com> (City / Public Works / Trash Collection) or call HAZWASTE HOTLINE at (888) CLEAN-LA.

**Termination rights.** The term of your service is indicated on your subscription order. It can be no longer than 3 years or such earlier time as our contract with the City terminates. However, you may terminate service on 30 days written notice, *unless* your subscription order indicates that you have received a reduced rate in exchange for waiving your right to terminate upon 30 days notice. In any event, you may terminate service within 30 days if (1) we fail to provide you service (including missed collections, failure to timely repair or replace your containers or failure to provide recyclables collection) in accordance with our contract with City or your subscription order or (2) we bill you for amounts not provided in your subscription order. Your subscription order is not subject to any automatic renewal, and you are not required to take any action to prevent extension or renewal of your subscription order."

**Where we will pick up.** We will pick up at the designated location listed on the order confirmation. We will ask you to sign a waiver of damage liability and/or indemnification since most commercial collection occurs on private driveways or pavement.

**When we will collect.** We will make collections between the hours of 6:00 a.m. to 8:00 p.m. on the same day of the week indicated on your order confirmation (Monday through Saturday) each week. If your scheduled collection day falls on a holiday, collection will generally be delayed by one day. The holidays we observe are Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New Year's Day. Should there be a permanent change in your scheduled collection day, we will notify you in advance. If we fail to pick up your container, please call us and we will return to pick it up within 24 hours of your call (Sundays and holidays excepted) without charge. We will resolve any complaints within the same time period.

**How much we will charge.** We will charge the rates shown on your order confirmation.

**When you must pay.** We bill commercial customers one month in advance. We mail you your bill on approximately the first day of your billing period (i.e. example, July 1). Your bill is due no later than the last day of the month (i.e. example, July 31.) If we do not receive payment within two weeks of the end of the month, your bill will become delinquent. *If necessary, we will ask the City to take action to collect delinquent bills, including placing a lien on property for unpaid amounts plus fees and penalties.*

We will refund overcharges and cancellations within 30 days. If the refund is due to our overcharging we will include 10% interest from the date overcharged until the date refunded.

**We do not discriminate.** If you are entitled to service, we will not discriminate against you on account of race, color, national origin, ancestry, religion, creed, physical handicap, medical condition, marital status or sexual orientation or as otherwise prohibited by and in accordance with applicable law.

**Privacy.** We will observe and protect your rights of privacy with respect to your account and waste.

**Where you can contact us.** You may call us regarding service changes or complaints toll free at **(888) 336-6100** between 7:00 a.m. and 5:00 p.m. weekdays, except holidays, and from 8:00 a.m. to noon on Saturdays. You may come to our office located at 14048 E. Valley Blvd, City of Industry, CA, or you may mail correspondence to our office address. We can also be reached on the Internet at [www.AthensServices.com](http://www.AthensServices.com)