

CUSTOMER RIGHTS AND RESPONSIBILITIES

CUSTOMER SERVICE AGREEMENT/LEVEL OF SERVICE

- Your Franchise Service Provider (FSP) will provide you with a Service Agreement Form that identifies all the services provided to you along with all the associated costs including any Extra services.
- You will be provided with solid resources containers (Black, Blue, and Green Bins) of sufficient size, type and number to ensure that all solid resources are properly stored and contained until they are removed for disposal or processing.
- If you submit a request for a change in service level which results in a lower rate, your billing amount will be adjusted within seven (7) days of the date of request regardless of whether or not the correct containers or changes in service level is provided within that timeframe. All billings shall be prorated to reflect changes in service level.

COLLECTION FREQUENCY/HOLIDAYS/EXTRA SERVICES

- Your collection service will include at a minimum one 96 gallon Black refuse/garbage Bin and one 96 gallon Blue comingled recycling Bin that will be collected at least once a week.
- Days of collection will be Monday thru Saturday. You can request for a Sunday collection for an additional service fee. If your scheduled collection day falls on a holiday, your FSP will provide collection service on the day before the holiday, if requested, or within one (1) day of the scheduled collection. Sunday collection service is excluded if the holiday falls on a Saturday.
- Extra Services may be applicable to your situation. See the separate Additional Customer Fees and Charges list of Extra Services and associated fees and charges.

WHAT WILL BE COLLECTED

- Your FSP will collect commercial and multi-family refuse/garbage in Black Bins, recyclable materials in Blue Bins and organics in Green Bins. If applicable, Horse Manure will be collected in Brown Bins. Refer to LAMC Sec. 66.03
- You will provide full access to your containers on your designated collection day(s). The FSPs cannot remove obstructions to access your containers.



NEVER PUT THESE MATERIALS IN YOUR BINS

- **State law prohibits the disposal of hazardous waste and certain electronic waste in your containers.** These wastes includes but are not limited to:

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| Certain Mercury-containing Devices (i.e.: Batteries, Thermometers) | Construction and Demolition Waste (i.e.: Concrete, Wood, Asphalt) | Electronic Waste – Items with an Electrical Cord (i.e.: Large Appliances, TVs, DVDs, VCRs) |
| Fluorescent Light Tubes/Bulbs | Radiological Waste | Medical Waste |
| Pharmaceuticals/Over-the-Counter Medicines | Paints | Pesticides |
| Sharps | Used Motor Oil | Solvents |

MISSED COLLECTION

- If your FSP is at fault for a missed collection and you report it before 2:00 PM on your scheduled collection day, your FSP will provide the collection by 6:00 PM on the same day. All missed collections reported after 2:00 PM on the day of collection will be collected by 10:00 AM on the next regular service day, Monday-Saturday. If a missed collection is resolved on a Sunday, you will not be charged additional fees for this collection.
- To report a missed collection call 311, 1-800-773-2489 or go to lacitysan.org.

CONTAINER REPAIR/REPLACEMENT/SERVICE

- Your FSP will repair or replace your containers as the result of normal wear and tear, resulting from proper use, or damage resulting from the FSP's actions at no cost to you.
- You will be responsible for the cost of repair or replacement of containers that are damaged as a result of your negligence or misuse, including overfilling or depositing of prohibited materials.
- You are entitled to one (1) free steam cleaning per twelve (12) month period per container upon request. You can request additional steam cleanings for an additional fee.
- Your FSP is responsible for removing graffiti from FSP-supplied containers upon request at no charge up to three (3) times per twelve (12) month period. Any additional requests, within the twelve (12) month period will be an additional fee. Your FSP will remove graffiti reported within five (5) business days of notification. For containers owned by you, you may request graffiti removal by your FSP for an additional fee.
- Your FSP will not be responsible for normal wear and tear to your bins due to access or service. Your FSP will be responsible for all costs associated with the repair or replacement of property that has been

damaged by the FSP's equipment, employees or agents.

MULTI-FAMILY VALET SERVICE

- Your FSP will continue to provide valet service to all multi-family establishments that are currently enrolled in the CITY's Multifamily Residential Recycling Program (MFRP) at no additional cost. You may choose to continue your current collection program. The following changes in service level may result in the cancellation of the valet service:
 - ✓ An increase in the frequency of collection of the Blue Bin(s); or
 - ✓ A change in container size or type (i.e., replacing 96 gallon carts with a 3 cubic yard bin).

REASONS FOR NON-COLLECTION

- Should your FSP not be able to collect a container due to the following reasons, a written Non-Collection Notice will be left indicating the reason(s) such as:
 - ✓ Container(s) is determined to contain hazardous waste, medical waste, electronic waste, exempt materials, or construction and demolition materials.
 - ✓ Blue Bin(s), Green Bin(s), or Brown Bin(s) are determined to be contaminated with materials not accepted in the Program, after required notifications.
 - ✓ Container(s) is overweight and cannot be safely moved and/or emptied by FSP personnel and/or equipment
 - ✓ Container(s) contents will not empty after tipping
 - ✓ Container(s) is overfilled
 - ✓ Container(s) is blocked or inaccessible. The FSP cannot remove obstructions to access your containers.
- Non-collection will result in an additional charge.

BILLING

- Your FSP will bill you on a monthly basis that will cover the following month's service.
- You will have the option to pay your monthly bill by mail, online, and phone or at your FSP's Customer Service Center. You will also have the option of receiving proof of payment via paper, electronic or both methods for all transactions.
- If you are billed an amount greater than appropriate for the service you are enrolled at any time during the term of the agreement and for any reason, your FSP will promptly credit your account for the full amount that was overbilled. You will have the choice of your refund to be in the form of check or credit.
- Monthly payments are due 15 days after you receive your bill. Bills not paid by the due date will be considered delinquent and may result in late fees, missed collection, and eventual suspension of services.
- Rates will be adjusted on an annual basis at the beginning of each year. The first adjustment shall be effective 1/1/2018.

