



Customer Agreement

This Agreement, which governs the terms and conditions of your use of the **Scrub-A-Can** service, is between you ("you" or "Customer"), as an authorized user of such services, and **Scrub-A-Can**.

This Agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by **Scrub-A-Can** (collectively, the "Agreement"), constitutes the entire agreement between **Scrub-A-Can** and you regarding the Scrub-A-Can Service. By using the Service, you confirm your acceptance of, and agree to be bound by, this Agreement.

1. Service

Scrub-A-Can offers the Scrub-A-Can service at its website www.scrubacan.com or by calling 859-338-6900. The service is a trash can cleaning service that requires a membership contract regardless of payment plan selected. This contract is renewable by the customer. We will contact you before or shortly after your contract ends to see if you want to renew.

Customer Responsibilities

In order for **Scrub-A-Can** to provide its service, you must abide by the following conditions, or service could be interrupted or postponed

- a. Trash can(s) must be free of un-bagged animal waste
- b. Trash can(s) must be reasonably accessible (i.e. not hidden or in a locked area) and visible from the street. We are not permitted for insurance reasons to enter into any gated areas or garages.
- c. Trash can(s) must be free of chemicals, paint, glue or other adhesive, or hazardous waste of any kind.
- d. Trash can(s) must be free of building materials, e.g. plaster, stucco or concrete.

2. Scrub-A-Can responsibilities

If **Scrub-A-Can** fails to provide its service on the scheduled day of service for a reason other than the customer failing to meet its responsibilities in the paragraph above, Scrub-A-Can will compensate the Customer by one of the following methods at its sole discretion:

- . Arranging for the service to be performed on the next possible business day or credit the customer for missed service by extending the term of the contract commensurate with missed service

If we have confirmed by phone or email with you that we are scheduled to clean your can and it is not out that day, this WILL count as one of your cleanings.

3. Modifications to Customer Agreement

Scrub-A-Can may amend this Agreement at any time by (a) posting a revised Customer Agreement at www.scrubacan.com , and/or (b) mailing or sending information regarding the amendment to the email address you provided to **Scrub-A-Can**. We will welcome all

inquires, questions and comments regarding any changes made to the agreement from our clients. In the event a change to the agreement conflicts with our clients wishes we will review the issue and if necessary credit the client for the term of service that may be affected by changes in the agreement. Our goal is to always serve our customers to the best of our ability and any changes to the agreement would be solely made for the betterment of the service program.

Modifications to Service

Scrub-A-Can reserves the right to modify our delivery of service for the betterment of our clients and the overall success of the service program.

4. Charges

- . You agree to pay all charges for your use of the service at the prices then in effect for your area of residence. All charges will be exclusive of value added sales or other taxes, except as required by law. **Scrub-A-Can** reserve the right to change prices or institute new charges for access to or use of the service. Any changes in pricing will be communicated to you by telephone or email. It is your right to continue the service after your annual term or to discontinue the service at that time. Continued use of the services or non-termination of your **Scrub-A-Can** account after changes are communicated to you by telephone, telephone message, mail OR email correspondence constitutes your acceptance of the prices as modified by the posted changes.
 - a. Payment for your Scrub-A-Can service is due prior to cleaning by check, money order, or credit card, unless approval arrangements have been made.
 - b. We will contact you before or shortly after your plan expires to see if you want to continue service. If you have not heard from us, and would like to renew yourself. You may do so by phone or the website at www.scrubacan.com
 - c. Except for showing acceptable proof that you have relocated to an area that **Scrub-A-Can** does not offer the service, your service fees that are paid in advance and are non-refundable. If you have any question regarding any charges that have been applied to your account, please contact **Scrub-A-Can** customer service department within 30 days of the charge date.

5. Payment

Scrub-A-Can reserves the right to suspend or terminate your service without notice upon rejection of any credit or debit card charges, returned check, or if your card issuer (or its agent or affiliate) seeks return of payments previously made to **Scrub-A-Can** when **Scrub-A-Can** believes you are liable for the charges. Such rights are in addition to and not in lieu of any other legal rights or remedies available to **Scrub-A-Can**.

Scrub-A-Can thanks you for your business and together we will create a cleaner place for our families and community along with reducing pollutants going into our lakes, rivers and oceans.



An environmentally conscious company for an environmentally conscious community.

Revised August 31, 2010