

## TRASH BILLING AGREEMENT V 5.1

This Agreement is made between Ivy Computer, Inc., doing business as TrashBilling.com, whose mailing address is 2933 Waterbury-Stowe Road, Waterbury Center, Vermont 05677-7030, hereinafter “Trash Billing,” and \_\_\_\_\_ hereinafter the “Hauler.”

This Agreement is effective as of the date it is signed by the legal signer of both parties. Any revisions to this document are deemed effective when accepted in the Trash Flow application.

### 1. **Glossary of Terms.**

For purposes of this Agreement, the following terms shall have the meanings set forth in this Section.

**ACH.** (Automated Clearing House) Subject to the rules of NACHA (National Automated Clearing House Association). Refers to transactions that are made directly to a Customer’s bank account.

**Auto-Pay.** This feature allows Hauler to submit a batch of transactions that have been preauthorized by the Customer.

**Business Day.** A Business Day is any calendar day other than Saturday, Sunday, or a holiday observed by federal banks.

**Chargeback.** A Chargeback is any Customer-initiated dispute of a charge or debit processed against a Customer’s credit or debit card through the Software, even if such dispute was made after the Hauler terminated its relationship with Trash Billing.

**Customer.** Any customer of the Hauler.

**Customer Account.** A Customer’s checking or savings account maintained by a bank located in the United States of America, or a debit or credit card issued through the Visa, MasterCard, Discover, or American Express networks.

**Deposit Account.** A Deposit Account is the financial institution account designated by the Hauler for the deposit of funds which Trash Billing collects through its payment processing service. Trash Billing will have authority to make deposits to, and withdrawals from, the Deposit Account.

**Fee.** The amount owed to Trash Billing by the Hauler for each electronic funds transfer that Trash Billing processes through its software on behalf of the Hauler; those amounts are set out in Appendix A.

**Payment.** The initiation of a funds transfer request, whether initiated by the Hauler or Customer.

**Return.** A funds transfer request made to a checking or savings account of a Customer that is not paid, or has been paid and has been reversed per NACHA rules, by the financial institution maintaining the account and is returned to Trash Billing for any reason, including but not limited to insufficient funds or invalid account information.

**RPPS.** Customer Bank Check Automation (Remote Payment and Presentment Services). Basically, instead of the bank printing a check, the payment information goes through

various electronic networks, which Trash Billing picks up, and includes along with your web payments.

**Scanned Checks.** (ARC - Accounts Receivable Conversion). The process by which physical checks received by the Hauler are scanned and then the funds transferred electronically.

**Software.** Trash Billing's Trash Flow software and TrashBilling.com website.

**SMS.** (Short Message Service) more commonly referred to as text messaging, allows for the sending of messages directly to cellular phones.

## **2. Services.**

- A. In return for the consideration set out in Section 4 of this Agreement, Trash Billing agrees to use its best efforts to facilitate certain electronic billing services for goods and services provided by Hauler to its Customers.
- B. Trash Billing agrees to provide payment processing services, including but not limited to Credit Card, Direct Draft Automated Clearing House (ACH), Customer Bank Check Automation (RPPS), and Scanned Checks, (ACR). Additionally, Trash Billing will also calculate and document applicable Cash Discounts and will process the fees for same.
- C. Trash Billing agrees to use its best efforts to deliver, through its email system, all customer-related notices involving the Hauler in the Software.
- D. When a Payment is scheduled/entered using the TrashBilling.com website or the Auto-Pay feature of the Software, Trash Billing shall, on the date selected by the Hauler or Customer, as the case may be, initiate an electronic transfer of funds from the Customer Account to the account of Trash Billing. Payments scheduled/entered on a non-business day shall be initiated on the first available business day (the effective entry date). An electronic transfer of funds from the account of Trash Billing to the Deposit Account will follow such that funds will be deposited into the Deposit Account within 3 Business Days of the effective entry date of the payment.
- E. Auto-Pay batches are batches of pre-approved transactions that are submitted for processing. They will be processed on the day they are received if received by 2:00 pm Eastern Time. If the batch is received on a non-business day, it will be processed the next business day.
- F. Trash Billing agrees to use its email or SMS system to provide notification of Payment to the Customer when a Payment is made, provided that an email address or cellular phone number for that Customer is available to the Software. Such notification will be sent to the email address or cellular phone number contained in that Customer's information in the Software.
- G. Through the Software, Trash Billing agrees to provide notice to the Hauler of Chargebacks, Returns, the expiration of Customer's credit or debit card used to make a Payment, the dollar amount of Payments, and other information the Software may provide, which may be changed, updated, or otherwise modified from time to time.
- H. Trash Billing may change the particular procedure set out in subsection D of this Section at any time. Trash Billing will provide notice of any changes to the procedure in this Section to the Hauler within ten (10) Business Days of the date the change takes effect.
- I. The Hauler acknowledges that changes in technology may require periodic updates to the Software to maintain the Software's performance and functions. The Hauler agrees that it will update the Software as required by Trash Billing and that such updates may require the purchase of technical support services.

### 3. **Nationality of Funds.**

- A. Payments shall be accepted in U.S. Funds only.
- B. Deposit Accounts must be held at U.S. Banks, with funds processed in U.S. Funds.

### 4. **Fees and Agreements.**

- A. As compensation for the services set out in Section 2 of this Agreement, the Hauler shall pay to Trash Billing a Fee for each transaction processed. The applicable Fees are set forth in Appendix A, attached hereto. Trash Billing reserves the right to periodically change the Fees set forth in Appendix A and shall provide the Hauler with notice of any changes to its Fees (See Section 12 Notices). Fee changes shall take effect as set forth in the notice of Fee change.
- B. Changes to the fee structure shall be limited to no more than twice in any 12-month period.
- C. The applicable fees will be deducted from the funds derived from payments made by Customers or through the Auto-Pay feature of the Software before those funds are transferred to the Deposit Account. The Hauler expressly acknowledges that the amount of Fees charged hereunder is based on the number of transactions submitted by the Hauler or Customer to Trash Billing and not the number of transactions successfully processed by Trash Billing.
- D. The Hauler agrees to provide any data required to effectuate the electronic funds transfer in the format required by the Software. Trash Billing reserves the right not to process any data not in the format required by the Software.
- E. Upon request, the Hauler agrees that it will authorize its Deposit Account financial institution to release to Trash Billing the names of all nominal and beneficial owners and authorized signatories of the Deposit Account.
- F. The Hauler agrees that Trash Billing is not responsible for any bank fees or charges incurred by the Hauler through its Deposit Account, including but not limited to fees for insufficient funds, overdraft, direct drafts, withdrawals, deposits, or any other fee or charge, regardless of whether the fees or charges were incurred as a result of a withdrawal from or deposit to the Deposit Account by Trash Billing.
- G. **The Hauler agrees that it will not record Customer Account information in any location other than those designated in the Trash Flow Software, currently the EFT tab on the Customer's form, the Payment function on the Customer's form, or via the Payment function at the landfill. Once entered, payment information will be sanitized when displayed. Areas where customer payment account information may not be stored include, but are not limited to, manual notebooks, computers that are removed from the Hauler's place of business, data files, spreadsheets, journals, ledgers, and hand-held devices, even if they be deemed secure.**
- H. **The Hauler further agrees to maintain the confidentiality of financial information, including Customer Payment Account information provided to it by Customers, and agrees that it will limit access to the Customer Account information to those directors, officers, employees, or Agents of the Hauler with a legitimate business need to access the data. Any Customer Payment Account information that has been received in hard copy must be properly destroyed as soon as it has been entered into the software. Phone calls in which Customer Payment Account information is communicated may not be recorded.**
- I. The Hauler agrees that it is responsible for any data security breach, loss of data, or disclosure of any Payment or Customer information, regardless of whether that data security breach, loss of data, or disclosure of Payment or Customer information is the result of any act or failure to act of the Hauler. Note: Trash Billing is obliged to make this

same commitment to our processors. The Hauler agrees to comply with NACHA Operating Rules, the rules of the applicable credit card issuer, the RPPS agency, federal or state law (including applicable rules and regulations), the TrashBilling.com Agreement as published on TrashFlow.com, or other applicable governing text. Further, the Hauler agrees to not violate municipal, state, territorial or US laws, rules or regulatory requirements, participate in fraudulent or otherwise illegal activity, or excessive returns and/or chargebacks. Hauler agrees to audits by Trash Billing and its affiliates as they deem necessary to ensure compliance with agreements, rules and regulations as outlined herein.

- J. The Hauler agrees to a check of their creditworthiness at the discretion of Trash Billing at any time prior to, during, or for 6 months following the conclusion of this agreement, and will provide information as requested.

#### **5. Chargebacks, Returns, and Insufficient Deposit Account Funds.**

- A. In the event that a Chargeback or Return is made for any reason, the Deposit Account shall be debited by the amount of the Chargeback or Return plus any Fee for the transaction as set out in Appendix A.
- B. Trash Billing will notify the Hauler of any Chargebacks or Returns within five (5) Business Days of the date Trash Billing debits the Deposit Account via the reporting characteristics of the Software.
- C. Trash Billing is under no obligation to investigate any reason for a Chargeback or Return.
- D. The Hauler is expected to be able to satisfy any draw attempted by Trash Billing on the Deposit Account. In the event that an attempt to draw funds from the deposit account is returned, Trash Billing shall make use of any or all of the remedies below:
  - (i) Levy a fee of \$20 for each return
  - (ii) Attempt continued draws to recover the shortfall
  - (iii) Suspend distributions until the shortfall is satisfied
  - (iv) Suspend Services
  - (v) Immediately terminate this agreement
  - (vi) Bring suit to collect allowing for reasonable interest

#### **6. Data Transmission.**

- A. The Hauler specifically acknowledges and agrees that email and/or SMS will be utilized by Trash Billing for purposes including, but not limited to, email billing, receipts, notifications and messaging, and specifically acknowledges and agrees that the reliability of email and other forms of electronic communications are subject to factors beyond the control of Trash Billing.
- B. It is expressly acknowledged by the Hauler that any and all Customer Account information contemplated by this Agreement must be transmitted only by means that are deemed secure. Means deemed insecure include but are not limited to email, SMS (text), chat, and the Trash Flow messaging system.
- C. The Hauler specifically acknowledges that the electronic transmission of data under this Agreement necessarily involves third-party internet service providers and other telecommunications vendors, and that Trash Billing has no control or influence over third parties or telecommunications vendors.

#### **7. Storage and Confidentiality of Data.**

- A. Data received from the Hauler and payment requests by a Customer for Trash Billing's use under the terms of this Agreement, including but not limited to names, account

numbers, financial information, and payment information, will be stored by Trash Billing in a manner consistent with the rules of NACHA, the rules of the applicable credit card issuer, the RPPS agency, federal or state law (including applicable rules and regulations), the TrashBilling.com Agreement, or other applicable governing text.

- B. Except as otherwise provided in this Agreement, Trash Billing will limit access to the data described in subsection A of this Section to those directors, officers, employees, or agents of Trash Billing with a legitimate business need to access the data. Additionally, Trash Billing may disclose such data for the following purposes:
- (i) to effectuate the transfer of funds as contemplated by this Agreement;
  - (ii) to investigate any errors or complaints arising out of the services contemplated by this Agreement; or
  - (iii) to comply with the rules of NACHA, the rules of the applicable credit card issuer, the RPPS agency, Federal or State law (including applicable rules and regulations), the TrashBilling.com Agreement, or other applicable governing text.

## **8. *Equipment.***

- A. The Hauler is responsible for obtaining, securing, and maintaining the equipment required to use the Software and to utilize the services of Trash Billing as set out in Section 2, including maintaining a reliable internet connection. The Hauler shall assume all costs and responsibility for operating and maintaining that equipment and its internet connection.
- B. Trash Billing reserves the right to make any changes in the technical specifications of the equipment required to run the Software and shall provide the Hauler with timely notice thereof.
- C. Trash Billing shall take reasonable measures to ensure that any equipment owned by Trash Billing and used to provide the services under this Agreement is in proper working order. Trash Billing shall take reasonable measures to ensure that it has provided for appropriate back-up and redundancy equipment and procedures in the case of a malfunction, error, defect, or other failure of the equipment it uses to provide services under this Agreement.

## **9. *Security Interest.***

The Hauler hereby gives to Trash Billing a possessory security interest in funds now held or hereinafter acquired by Trash Billing on behalf of the Hauler. This possessory security interest is created on the first date that Trash Billing possesses funds on behalf of Hauler and shall continue uninterrupted as long as Trash Billing maintains funds on behalf of Hauler.

## **10. *Indemnification.***

The Hauler shall indemnify and hold Trash Billing harmless from all claims, demands, actions, suits, liabilities, damages, expenses, or any other loss, whether groundless or otherwise, and whether based on contract, tort, negligence or otherwise, arising out of any act or failure to act on the part of Hauler with respect to the provision of services under this Agreement, including all court costs and reasonable attorney fees, except to the extent caused by the gross negligence or willful misconduct of Trash Billing or its representatives. If the Hauler fails to so indemnify Trash Billing, Trash Billing, in addition to its other remedies, may set off its claim for indemnification against the Hauler by charging the amount of the loss to be indemnified against amounts otherwise owing to the Hauler or held on the Hauler's behalf by Trash Billing under this Agreement. Note:



this paragraph in no way excludes others making a claim from extending the claim to Trash Billing.

#### **11. *Representations of Hauler.***

Hauler makes the following warranties and representations to Trash Billing:

- A. The Hauler possesses a written and duly executed authorization and a receipt, or record of an authorization through the TrashBilling.com website, for each and every Customer for whom an electronic funds transfer is to be made under this Agreement. Said authorization shall indicate that transfers will be reflected on a Customer's account or account statement under the name of Trash Billing or of the Hauler if possible. In the event that any Customer's authorization under this subsection is revoked for any purpose, the Hauler shall not submit data to process any further transactions for that Customer. In the event that notice of a cancellation of an electronic funds transfer authorization is received by Trash Billing after a funds transfer has begun, Trash Billing shall assume no liability for the completion of the transfer, and the Hauler shall indemnify and hold Trash Billing harmless for claims, damages, or any other loss resulting from that transfer. The Hauler agrees that it shall provide Trash Billing with copies of Customer electronic funds transfer authorizations within five (5) Business Days of such a request from Trash Billing.
- B. If the Hauler is other than a sole proprietorship, the person executing this Agreement on behalf of Hauler attests that they have the authority to do so.
- C. The Hauler is legally organized under the State or States wherein it does business.
- D. This Agreement is entered into by Hauler as part of income-producing activity.
- E. The Hauler shall only utilize the services as outlined in Section 2 for business activities related to waste hauling and disposal-related activities.
- F. Hauler agrees to notify Trash Billing of any change in ownership prior to effective date of such change. Additionally, Hauler understands and acknowledges that any change in ownership will require a review by Trash Billing and upon approval, also requires a newly executed Trash Billing Agreement with succeeding ownership.
- G. Hauler agrees to notify Trash Billing in a timely manner of any significant changes to business structure, financial standing, or solvency/insolvency.

#### **12. *Notices.***

- A. Except as otherwise provided herein, all notices required hereunder shall be in writing and shall be sufficiently given as follows:
  - (i) Trash Billing will provide any notice required under this Agreement to the Hauler by email to the email address contained in this Agreement, or other email address designated for this purpose by the Hauler and provided to Trash Billing prior to the date of notice given under this Agreement.
  - (ii) Updates and modifications to this Agreement will be made available within the Trash Flow program. They will be presented when available upon any user's access to the Trash Billing Services, and must be accepted in order to continue. An option for conditional acceptance is also available. The most recent copy of this Agreement will always be available within the Trash Flow software. The update or modification shall be deemed accepted by the Hauler with Trash Billing's possession of the electronic record of Hauler's acceptance.

- (iii) The Hauler will provide any notice required under this Agreement by either (1) an email addressed to [billing@TrashBilling.com](mailto:billing@TrashBilling.com), or (2) a facsimile machine with electronic acknowledgment to the Hauler that a facsimile was sent and received.
- B. Notices to Trash Billing sent by email are deemed to be given on the date the email is acknowledged in the form of a reply email to the email containing the notice. Notices sent to Trash Billing by fax are deemed to be given on the date the fax was received by the other party, as evidenced by the electronic acknowledgment that a facsimile was received. Notices to the Hauler sent by email are deemed to be given on the date the email is sent by Trash Billing.
- C. 1099-K forms will be sent via email in the form and within timeframes as prescribed and required by the U.S. Government, to the Internal Revenue Service, to the relevant State agency, and Hauler's designated recipient(s), as appropriate. If you wish to change your designated representative(s) and/or if the Hauler prefers to receive 1099-Ks in printed form, it is the responsibility of the Hauler to notify Trash Billing of any changes to contact information and/or mailing address on or before December 31 of the reporting year on which 1099-K information is based.

### **13. Termination.**

Either party may terminate this Agreement at any time upon providing notice to that effect to the other party as described in Section 12 of this Agreement. Notice shall be provided a minimum of thirty (30) days prior to planned termination. Trash Billing, at its sole discretion, shall have the right to terminate services immediately for failure of Hauler to follow the terms of this agreement, or for inability of Trash Billing to contact Hauler in a reasonable period of time. Termination shall not affect any transaction in progress through midnight of the fifth Business Day following receipt of notice of termination. Notwithstanding any termination under this Agreement, Hauler shall remain liable to Trash Billing for any Chargebacks or Returns incurred by Trash Billing under the applicable rules of NACHA, the rules of the applicable credit card issuer, the RPPS agency, federal or state law (including applicable rules and regulations), the [TrashBilling.com](http://TrashBilling.com) User Agreement, or other applicable governing text.

### **14. Waiver.**

The waiver of any default or breach hereunder shall not operate as a waiver of successive defaults, but all rights hereunder shall continue notwithstanding one or more waivers.

### **15. Limitation of Liability.**

In addition to any limitations of liability elsewhere in this Agreement, Trash Billing's liability to Hauler shall be limited as set forth in this Section.

- A. Under no circumstances shall Trash Billing's liability to Hauler exceed the sum of the actual amount of funds held on behalf of Hauler, less the Fees which would have been charged to Hauler under Section 4, less Chargebacks or Returns which would have been deducted from sums owed to Hauler under Section 4.
- B. UNDER NO CIRCUMSTANCES SHALL TRASH BILLING BE LIABLE TO HAULER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT THE HAULER MAY INCUR OR SUFFER BY REASON OF THIS AGREEMENT OR ANY TRANSFER EFFECTED OR NOT EFFECTED UNDER THIS AGREEMENT.
- C. Trash Billing shall not be held liable or responsible for failures, delays, errors, claims, damages, or other losses in the execution or effectuation of any transfer occasioned by

- the fault or negligence of any party other than Trash Billing, or any agent or agency selected by Trash Billing for purposes of making or completing such transfers.
- D. The Hauler hereby specifically acknowledges and agrees:
- (i) Trash Billing is not responsible for, and has no obligation to remedy, any changes to a Customer's account with the Hauler caused by a Chargeback, Return, or any other credit to a Customer Account;
  - (ii) That Trash Billing is not responsible for any deficit in the Deposit Account;
  - (iii) That the Hauler will hold Trash Billing harmless for any loss resulting from a deficit in the Deposit Account; and
  - (iv) That Trash Billing is under no obligation to investigate any reason for a Chargeback or Return.
- E. For purposes of this Agreement, Trash Billing shall have no obligation to verify the accuracy of, or make corrections to, any data or payment request supplied to Trash Billing by the Hauler or a Customer, nor shall Trash Billing have other obligation with respect to data supplied by the Hauler or Customer payment request, except to process the data or payment request as contemplated under this Agreement. The Hauler further agrees that it shall hold Trash Billing harmless from any and all errors in the data or payment request sent to Trash Billing not directly caused by any act or failure to act by Trash Billing.
- F. Trash Billing shall not be responsible for any data security breach, loss of data, or the disclosure of any Payment or Customer information in any manner, including but not limited to theft, negligence, accident or any other cause, by any entity or network, including but not limited to the Hauler, internet service providers, automated clearing houses, banks, credit card issuers, or other financial institutions. Further, the Hauler agrees that it will be responsible for any fines, costs, penalties, damages, claims, delays, or other loss, including but not limited to fines, penalties, or other costs assessed or recoverable by any credit card network, financial institution, payment processor, independent service organization (ISO), NACHA, or any other organization, resulting from a data security breach, loss of data, or the disclosure of any Payment or Customer information in any manner by any entity or network. The Hauler agrees to indemnify and hold Trash Billing harmless for all such fines, costs, penalties, damages, claims, delays, or other losses. The provisions of this subsection F apply whether the data security breach, loss of data, or the disclosure of any Payment or Customer information is caused by theft or other criminal activity, failure or error in transmission media, or any other reason. Note: Trash Billing is obliged to make this same commitment to our processors.
- G. The Hauler specifically agrees that it will hold Trash Billing harmless from any and all losses due to hardware malfunction, error, defect, or other failure associated with the equipment not owned or controlled by Trash Billing, including the hardware used by the Hauler for running the Software. Regardless of any other provision of this Agreement, Trash Billing shall not be responsible to the Hauler in the event of any unforeseeable malfunction, error, defect, or other failure of any equipment or network, regardless of the ownership of that equipment.

## **16. Relationship Between Parties.**

Agency: For the purposes of collecting payments Trash Billing shall be deemed an Agent of the Hauler (payee). As such, any payment received by Trash Billing shall be considered received by the Hauler, and, in the event that Trash Billing fails to deliver funds to the Hauler, the Hauler shall have no recourse against the Customer. The Hauler shall make clear in



any reference to Trash Billing that Trash Billing is authorized to receive payments on the Hauler's behalf.

Otherwise, this Agreement shall not be construed as creating any legal relationship between Trash Billing and the Hauler in the nature of partnership, joint venture, or otherwise, and it is specifically understood that Trash Billing shall not be considered an agent or employee of the Hauler for purposes other than the receipt of payment, nor shall the Hauler be considered an agent or employee of Trash Billing.

**17. Remedies Cumulative.**

Trash Billing's rights and remedies hereunder shall be cumulative and Trash Billing may exercise any right or remedy, whether against Hauler or against any funds held by Trash Billing for the benefit of Hauler, or any combination of the foregoing in such order as Trash Billing deems fit without thereby releasing any other right Trash Billing may have.

**18. Entire Agreement.**

This Agreement constitutes the complete and entire Agreement and understanding between Trash Billing and the Hauler with respect to the provision of services under this Agreement. The optional Scanned Check Addendum, Customer Bank Check Automation (Remote Payment and Presentment Services-RPPS) Addendum, and Cash Discount Addendum are incorporated into this agreement upon utilization of same by Hauler of those services.

**19. Binding Effect.**

This Agreement, together with any or all executed addendums, shall be binding upon the parties hereto, their successors, and any permitted assigns.

**20. Severability.**

If any provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.

**21. Governing Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of Vermont. Any legal action or proceeding arising out of or in connection with this Agreement or its breach shall be brought and venue shall be proper only in the Superior Court in and for the County of Washington, State of Vermont, or in the U.S. District Court for the District of Vermont. In the event that any federal or state statute, regulation or rule provides for Trash Billing to provide Hauler with any item of information in a time period that is of a different duration than specified herein, this Agreement shall be deemed to be automatically amended to provide for the time period prescribed by statute, regulation or rule.

**22. Interpretation.**

Both Trash Billing and Hauler expressly waive any right to the benefit of any interpretation on the grounds that it did nor did not draft the terms of this Agreement.

### 23. **Qualification and Acceptance.**

Hauler agrees to provide Trash Billing any information requested at any time, in order to determine the legal and financial status of Hauler's business, as well as deposit account and contact information. As such Trash Billing may deny, accept, or accept with limitations this agreement.

**IN WITNESS WHEREOF**, the parties agree to be bound by terms as outlined in this Agreement, and have executed this Agreement as of the date below.

**HAULER**

**Ivy Computer Inc., dba TrashBilling.com**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Title (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Hauler Email Address: \_\_\_\_\_

Hauler Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Legal Structure (please check 1):

- ☐ Sole Proprietorship (Files IRS 1040 Schedule C)
- ☐ Single Member LLC no election. (Files IRS 1040 Schedule C)
- ☐ LLC treated as a corporation (Files IRS 1120)
- ☐ Partnership (Files IRS 1065)
- ☐ S-Corporation (Files IRS 1120-S)
- ☐ C-Corporation (Files IRS 1120-C)
- ☐ Publicly Traded Corporation
- ☐ Municipality

**\*\*\* NOTE: ALL PAGES OF THIS AGREEMENT MUST BE RETURNED \*\*\***

**To Contact Trash Billing:**

Mail: 2933 Waterbury-Stowe Road  
Waterbury Center, Vermont 05677-7030  
Email: [billing@trashbilling.com](mailto:billing@trashbilling.com)  
Phone: 800-852-5199  
802-244-7880  
FAX: 802-244-1530

## APPENDIX A

### SCHEDULE OF FEES

The following fees are charged by Trash Billing for each transaction processed by it, regardless of the number of transactions in which the funds transfer was successful. The monthly volume for the Per-Transaction Fees is calculated by type of transaction, using the average monthly transactions of the three (3) months prior to the month in which a transaction is processed.

1. Per-transaction Fees (Direct Draft and Credit/Debit Cards):

Less than 500 payments per month	\$.35
500 to 999 payments per month	\$.30
1000 to 1499 payments per month	\$.25
1500 to 1999 payments per month	\$.20
2000 or more payments per month	\$.15
2. Additional Variable Fee (Credit/Debit Cards only (Visa, Mastercard, Discover); excluding Per-Transaction Fee):

Less than 1500 payments per month	2.95%
1500 to 2999 payments per month	2.45%
3000 or more payments per month	2.05%
3. Additional Variable Fee (Credit/Debit Cards only (American Express); excluding Per-Transaction Fee): 2.95%
4. Return of direct draft: \$4.00 per payment
5. Declined credit card: No Additional Variable Fee
6. Contested credit card (Chargeback): \$20.00 per payment
7. Per-transaction Fees (RPPS Payments and Scanned Checks):

Less than 500 payments per month	\$.28
500 to 999 payments per month	\$.23
1000 to 1499 payments per month	\$.18
1500 to 1999 payments per month	\$.15
2000 or more payments per month	\$.12
8. Cash Discount program: Setup fee \$0.00  
\$.20 per credit/debit card transaction

## Scanned Checks Addendum

(Optional)

Check scanning allows for the electronic processing of non-commercial checks. This can potentially reduce check deposit fees, reduce trips to the bank, and speed payment entry.

The rates are the same as RPPS rates (see Appendix A) and are combined with RPPS volumes for rate discounts. Scanned check and RPPS rates are different from the ACH and CC rates.

There are no setup or monthly fees. Your monthly volume for the Per-Transaction Fees is calculated using the average monthly transactions of the three (3) months prior to the month in which a transaction is processed.

Cancellation of Scanned Check services can occur at any time, however data retention and return transaction responsibilities remain in place.

This agreement is subject to the same terms and conditions as your primary Trash Billing agreement.

### **Rules and Responsibilities**

- Hauler is required to utilize an approved check scanner
  - Epson TM-S1000, Model M236A (single feed) check scanner
- Notification must be provided to customers in advance. The message “Payment by check authorizes the option of processing the check electronically instead of depositing it” must appear on bills for a full calendar month prior to processing and continually as long as processing continues.
- Batches must be submitted by 2:00 Eastern time to be considered in that day’s processing.
- Physical checks must be retained for 2 weeks, then they must be shredded. Checks must be kept in a locked, limited access area until destroyed. This is to allow for the physical check to be deposited in the event that the transaction is returned requiring submittal of paper check.
- Trash Billing will maintain the required image copies of the checks.
- The following items are deemed ineligible (*Trash Billing will usually identify these for you*):
  1. Checks or shared drafts that contain an Auxiliary On-Us Field in the MICR line  
See: <https://www.deluxe.com/miscfiles/pdf/AuxOnUsField.pdf>
    - a. This includes most commercial checks. Commercial Checks are larger than personal checks. Ineligible checks will show numbers to the left of the routing number (*often the check number*).
  2. Check or share draft payable to a person other than originator (*hauler*)
  3. Check or share draft that does not contain the signature of the receiver (*customer*)
  4. Check or share draft that accesses credit card account, home equity line, or another form of credit
  5. Check drawn on investment company as defined in the Investment Company Act of 1940
  6. Obligations of a Financial Institution (*traveler's checks, bank checks, money orders, etc.*)
  7. Checks drawn on the Treasury of the U.S., an FRB or Federal Loan Bank
  8. Checks drawn on a state or local government that is not payable through or at a Participant DFI
  9. Checks or share draft payable in a medium other than United States currency
  10. Checks for an amount more than \$25,000

Hauler understands the above information and agrees to follow these rules and responsibilities.

## **Customer Bank Check Automation (RPPS) Addendum**

(Optional)

Customer Bank Check Automation (RPPS) greatly reduces the number of paper checks you receive from banks when your customers make payments through their online bank services. With RPPS, you receive these payments electronically. RPPS is offered as a part of Trash Billing. Basically, instead of the bank printing a check, the payment information goes through various electronic networks, which we pick up and include along with your web payments. RPPS payments are automatically posted to your customer's account.

There are no setup or monthly fees. Your monthly volume for the Per-Transaction Fees is calculated using the average monthly RPPS & Scanned Check transactions of the three (3) months prior to the month in which a transaction is processed.

Cancellation of RPPS services takes 7-14 business days. Please allow time for this transition to take place if you discontinue using the service.

This agreement is subject to the same terms and conditions as your primary Trash Billing agreement.



## **Cash Discount Addendum** (Optional)

Trash Billing's Cash Discount service incentivizes your customers to use a cash payment method, using acceptable forms of payment, (**excluding credit or debit card accounts**), to realize up to a 3% savings on their invoice amounts. (For purposes of this function, "cash" is defined as a payment made by any method **other than credit or debit cards**, such as: Cash, Checks, ARC, ACH, RPPS.)

Participating Haulers must publish their credit price, and can set their cash discount rate, not to exceed 3%. The Cash Discounts feature will automatically calculate the rate of savings for each of your customers when you pick up payments. This Cash Discount service is offered as an addendum of Trash Billing, and both the payment amount and discount received are automatically posted to your customer's account. Statements and invoices must and will reflect the cash and credit prices, as well as the savings applied to cash-paying customers' bills. The acceptance of this addendum becomes effective with the Hauler's request to begin utilizing the service, and their subsequent use of the service.

Fees are outlined in Appendix A. The Hauler acknowledges that fees are applied to all credit/debit card transactions, as your payment to Trash Billing for this optional service.

If you wish to utilize Trash Billing's Cash Discount functionality, please notify Trash Billing, and allow up to 5 days for activation. If you choose to cancel Cash Discount services at any time, please allow 7-14 business days following the submission of your written request to do so for it to be discontinued.