

HomeFreshBins Trash Bin Cleaning Services

Terms & Conditions of Service Agreement & Liability Waiver

Effective Date: July 1, 2025

Last Updated: July 1, 2025

1. Agreement to Terms

This Service Agreement (“Agreement”) is entered into between HomeFreshBins (“The Company,” “we,” or “our”) and the customer receiving services (“Client,” “you,” or “your”). By scheduling or receiving any trash bin cleaning services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions set forth herein.

2. Scope of Services

HomeFreshBins provides curbside residential and/or commercial trash and recycling bin cleaning services utilizing water-based sanitation methods, biodegradable cleaning products, and pressure-based cleaning equipment. Services may include interior and/or exterior bin sanitation, odor control, and general surface cleaning.

3. Service Access & Customer Responsibilities

It is the sole responsibility of the Client to ensure:

- Bins are emptied of all waste and debris prior to service
- Bins are accessible at the scheduled time (placed at curbside or designated cleaning location)
- No hazardous materials, human or animal waste, chemicals, oils, or other bio-hazardous substances are present within the bin.

Failure to comply with the above may result in a missed service fee or cancellation at the discretion of HomeFreshBins.

4. Limitation of Liability

While HomeFreshBins exercises the utmost care and uses standard professional practices and equipment, the Client acknowledges and accepts the following:

4.1 Pre-existing Conditions

HomeFreshBins is not liable for damage resulting from:

- Pre-existing cracks, dents, warping, or defects in plastic material due to weathering or aging
- Manufacturer defects, improper bin use, or damage caused by third parties (e.g., garbage trucks)

4.2 General Exclusions

The Client agrees that HomeFreshBins is not responsible for:

- Damages to bins that are structurally compromised or made fragile by sun exposure, temperature changes, or chemical erosion
- Damages to adjacent property resulting from improper bin placement by the Client
- Indirect or consequential damages, including loss of use or temporary lack of service

4.3 Exceptions

HomeFreshBins shall only be held liable in cases where damage is directly and verifiably caused by demonstrable negligence, reckless behavior, or improper use of equipment by a HomeFreshBins technician. In such cases, liability shall not exceed the fair market replacement value of the damaged bin(s), as determined by the local municipality or original manufacturer.

5. Photographic Documentation

HomeFreshBins reserves the right to document the condition of bins before and after services using photographs. These photographs may be used for internal quality assurance, customer service disputes, or marketing purposes.

Clients may opt out of photo usage for promotional purposes by submitting a written request via email.

6. Cancellations & Missed Appointments

Clients must provide a minimum of 24 hours' notice to cancel or reschedule a service without penalty. Failure to do so may result in a \$10 rescheduling fee.

In the event HomeFreshBins is unable to complete a scheduled service due to bin inaccessibility, locked gates, or unsafe working conditions, the Client will be notified and the service may be rescheduled at the discretion of HomeFreshBins.

7. Indemnification

By accepting services, the Client agrees to indemnify, defend, and hold harmless HomeFreshBins and its representatives from any claims, liabilities, damages, costs, or expenses (including reasonable attorney's fees) arising out of the Client's failure to comply with these Terms and Conditions.

8. Modifications

HomeFreshBins reserves the right to amend, update, or revise these Terms and Conditions at any time without prior notice. The most recent version will be made available via our website or upon request.

9. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri, without regard to its conflict of law principles. Any disputes shall be resolved through small claims court or mediation, as applicable.

10. Acknowledgment & Consent

By engaging with HomeFreshBins, you acknowledge that you have read, understood, and voluntarily agree to the terms of this Agreement.
