

# TERMS & CONDITIONS

## Mr. Fox Composting Service Contract for Residential Subscribers

Thank you for your interest in Mr. Fox Composting! Our mission is to collect and divert organic material from landfills and incinerators, thereby creating a valuable resource for the local food community in the form of nutrient-rich compost. We aim to give local residents a means to harness the power of organic scraps; to give back to the community what we borrow from the community; to have fun, and to enjoy work. We strive to provide you with the best possible service and are committed to subscriber satisfaction. The following terms are meant to help us meet those goals and to ensure that everyone is on the same page. Check it out, let us know if it's all good, and let's get started.

### 1. Who

Starting on the day of your initial drop ("Initial Bin Drop Day") outlined in your Welcome to Mr. Fox Composting! email ("Welcome Email") that is sent to you after you register for service at [www.mrfoxcomposting.com](http://www.mrfoxcomposting.com) via the Sign-Up button ("get service"), the following written obligations and responsibilities will be effective between Mr. Fox Composting (a.k.a. "Mr. Fox") and you (a.k.a. "you").

### 2. What Mr. Fox Will Do and When

Mr. Fox will provide the following services to you:

1. On Initial Bin Drop Day, Mr. Fox will deliver a clean compost bin with a lid and compostable liner to your registered address.
2. The day we come through your neighborhood ("Pick-Up Day") is outlined in your Welcome Email.
3. Weekly or Bi-Weekly on Pick-Up Day, Mr. Fox will remove your full compost bin between 7 a.m. and 5 p.m., leaving an empty bin and compostable liner in its place.

### 3. What You Will Do and When

Mr. Fox will pick up your food waste and turn it into nutrient-rich soil for local community partners.

Now here's what you do:

- You will place compostable materials in the bin, limited to fruits and veggies; meats, eggshells; bread, grains, and pasta; coffee grounds, nuts, and spice, and BPI-certified compostable materials.
- PLEASE DO NOT place inorganic materials in the bin, such as paper, cardboard, glass, plastic, rubber, or anything else that doesn't biodegrade well. (Except for: pizza boxes and egg cartons!)
- You will place the bin full of food waste material at the end of your driveway or on the curb each Pick-Up Day before 7:00 a.m.
- Feel free to inform neighbors, garbage collectors, landlords, housemates, and anyone else who might be interested in the presence of the bins and what they are used for.
- You may be billed \$20 by Mr. Fox for any empty bins that go missing.
- You may be billed \$20 by Mr. Fox if you cancel service and your bin is not returned during the final collection date.
- Mr. Fox will not pick up compostable material exceeding the size of the 8-gallon bin provided, but if you are a composter extraordinaire (or have a lot of roommates), you may get another bin from Mr. Fox for an additional \$6 per month. Just [email us!](mailto:info@mrfoxcomposting.com)
- Service is limited to registered addresses only (1 household per service agreement). Bins can not be shared amongst residents of other households.
  - Households sharing service will be given a warning to end sharing of services. If services are continued to be shared Mr. Fox will assess a weekly fee of \$8.00

### 4. How (Much)

Let's talk money! The following outlines what pick-up and payment plan you selected.

**Residential Customers:**

- You promise to pay Mr. Fox pick-up fees corresponding to your Registration. Fees are outlined at <https://mrfoxcomposting.com/services> as well as below.
- You will pay online using Stripe our online payment service.
- All pricing is subject to change at any time.
- Just so we're all on the same page, Mr. Fox will email all customers 30 days in advance of any price changes.
- You will be charged on a recurring basis until either customer or Mr. Fox breaks the service agreement - refer to #5 'When Things Don't Go According to Plan.'

## 5. When Things Don't Go According to Plan

Sometimes things happen. You switched roommates, moved homes, breakups, you went on vacation, etc... As outlined in our [CANCELLATION POLICY](#), here's how to handle these situations:

- If you want to end OR temporarily suspend your composting relationship with Mr. Fox at any time, you must email or call Mr. Fox 14 days in advance. This will ensure the best service, so please help us by making contact before you bail on your house, your roommate or the whole area.
- If you end your composting relationship with Mr. Fox with 14 days written or email notice (we'd be so sad to see you go!), any prepaid pick-ups will be refunded on a pro-rated basis.
- If you do not pay your invoice for Mr. Fox's services by 30 days from the date the invoice is sent to you, Mr. Fox may end this agreement by giving 14 days written or email notice.
- Either you or Mr. Fox may end this agreement at any time and for any reason within 14 days written notice.
- Mr. Fox reserves the right to cancel service on any given day due to extreme weather, unsafe road conditions, natural disasters, holidays, or operational gripes. You will be notified of such cancellation as soon as we know, prior to your Pick-Up Day, and we will do our best to immediately reschedule your pickup day to the next available date.
- Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (which causes are hereinafter referred to as "Force Majeure"), to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy
- Any matters relating to the cancellation or suspension of service will be made via email.

## 6. Confidentiality and Warranty Bootstrap

Mr. Fox and its employees, agents, or representatives will keep all subscriber information confidential. Further, Mr. Fox will provide the services listed in this agreement and meet its obligations.

## 7. Limitation of Liability

Unfortunately, Mr. Fox is not responsible for what happens with its bins or compostable liner once you have them, so please be careful with them.

- Mr. Fox is not responsible for maintaining or cleaning the bin, you are responsible for the cleanliness of your bin.

- If a bin is broken Mr. Fox will replace the bin for no charge for the first time this occurs. Additional damaged bins will be replaced for a fee of \$20.