

MAAS Bin Cleaning LLC

Terms of Service

Effective Date: August 2026

These Terms of Service (“Terms”) govern your access to and use of the website located at www.maasbincleaning.com (the “Site”) and the trash, recycling and green waste bin cleaning services (the “Services”) provided by MAAS Bin Cleaning (“MAAS Bin Cleaning,” “the Company,” “we,” “us,” or “our”). By booking or using the Services, or by using the Site, you agree to these Terms. If you do not agree, do not use the Site or Services.

1. THE SERVICES

MAAS Bin Cleaning provides curbside cleaning of residential trash and/or recycling bins on a scheduled route basis (e.g., monthly), using a mobile pressure-washing trailer system. Specific service plans, frequency, and pricing are as described on our Site or as agreed at sign-up.

2. BOOKING, SCHEDULING, AND ACCESS

- (1) You are responsible for placing your bin(s) at the curb or an accessible location by the scheduled service time. If bins are inaccessible (e.g., behind a locked gate, blocked by a vehicle, or not placed at the curb), we may skip the service for that cycle without refund or credit, or charge a return-trip fee as described at sign-up. A one-time courtesy may be provided.
- (2) Service dates are approximate and may shift due to weather, holidays, equipment issues, or route changes. We will make reasonable efforts to notify customers of significant schedule changes.
- (3) You represent that you are the owner of the bin(s) serviced, or have the property owner’s/municipality’s permission for us to service them.

3. PAYMENT AND BILLING

- (1) Monthly recurring service plans require a minimum commitment of three (3) consecutive months from the date of your first scheduled cleaning. Monthly billing will continue automatically through the end of this minimum term unless cancelled in accordance with Section 4.
- (2) Service fees are as quoted at sign-up or posted on our Site. Recurring plans are billed automatically to the payment method on file via our third-party payment processor, Housecall Pro or QuickBooks.
- (3) You authorize recurring charges until you cancel in accordance with Section 4. Failed payments may result in a pause or termination of service and may incur a **retry or late fee of \$15.00**.
- (4) Prices may change with at least 30 days’ notice prior to the next billing cycle.

4. CANCELLATION, REFUNDS AND PAUSES

4.1. Cancellation and Refunds

- (1) Monthly plans are subject to the three (3) month minimum commitment described in Section 3. Cancellation requests received before the minimum term is complete will take effect at the end of the three-month minimum term, or be subject to an **early termination fee of \$75.00 which will be charged to the initial credit card provided**.

- (2) After the minimum term is satisfied, you may cancel or pause a recurring plan at any time by contacting us or via an online account portal; cancellation takes effect at the end of the current billing cycle unless otherwise stated.
- (3) Fees already charged for a completed service cycle are non-refundable. If we are unable to perform a scheduled cleaning due to our own error, we will reschedule at no additional charge or issue a credit.

4.2. Pause of Service and Temporary Account Suspension

Customer Requests to Pause Service: Customers enrolled in recurring or subscription service plans (e.g., monthly or yearly cleaning schedules) may temporarily pause or suspend their services subject to the following conditions:

- (1) **Advance Notice Required:** The Customer must submit a written request to pause service (via email or the Company's official customer portal) at least **five (5) business days** before the next scheduled service date. Requests made less than five business days in advance will not take effect until the following billing or service cycle, and the upcoming scheduled service will be completed and billed as normal.
- (2) **Maximum Pause Duration:** Accounts may be paused for a maximum accumulated total of **ninety (90) days** per calendar year. If a service pause exceeds 90 consecutive days, the Company reserves the right to cancel the recurring plan, close the account, and require the Customer to re-enroll at the current market pricing.
- (3) **Pricing Adjustments Upon Reactivation:** The Company guarantees current subscription pricing during a valid, approved pause period. However, if the Customer extends the pause beyond the agreed-upon reactivation date without written approval, reactivation will be subject to any price increases or plan modifications implemented by the Company during the suspension period.
- (4) **Pause Not Permitted:** Pauses are not permitted during the initial first three month commitment period.
- (5) **Company-Initiated Pauses:** The Company reserves the right to temporarily pause service to an individual property or neighborhood without penalty if unsafe road conditions, localized utility maintenance, or property access restrictions prevent the safe execution of services. In such events, the Customer will not be billed for skipped visits.

We reserve the right to cancel or refuse service to any customer, with notice, for reasons including but not limited to non-payment, unsafe conditions, or violation of these Terms.

5. CUSTOMER RESPONSIBILITIES

- (1) Bins must not contain hazardous, flammable, biohazardous, or illegal materials. We reserve the right to refuse service to any bin we reasonably believe contains such materials.
- (2) You are responsible for ensuring pets, children, and vehicles are kept clear of the service area during scheduled cleaning.
- (3) You are responsible for implementing any pause of service due to being out of town or on vacation, prior to your day of service. **(at least five (5) business days' notice for pause) (Pause not permitted during initial three month commitment period).**
- (4) You agree to provide accurate address and access information; delays or missed service resulting from inaccurate information are not our responsibility.

6. PROPERTY AND EQUIPMENT

Our technicians take reasonable care while servicing your bins.

*****WAIVER OF LIABILITY*****:

6.1. Pre-Existing Bin Damage

Pre-Existing Damage and Bin Condition: We are not responsible for any pre-existing damage to the customer's bins. This includes, but is not limited to, cracked plastic, broken lids, damaged hinges, loose wheels, structural warping, or plastic degraded by UV sunlight or heavy weather exposure. The high-pressure, cleaning process may inadvertently worsen pre-existing structural flaws, hairline fractures, or weak points. The Customer acknowledges that the Company will clean bins in their "as-is" structural condition and agrees to hold us harmless for any degradation or failure of pre-existing damaged components.

6.2. Driveway and Surface Conditions

Property Access and Surface Conditions: The Customer agrees to provide a safe, clear, and unobstructed path of access for our service vehicles and equipment to perform the work. **THE COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGE TO THE CUSTOMER'S DRIVEWAY, SIDEWALK, OR PAVED SURFACES** including asphalt, concrete, pavers, brick, or stone, resulting from the weight of service vehicles, equipment placement, or normal operations.

6.3. Wastewater Runoff and Drainage Compliance

Wastewater Disposal and Environmental Compliance: We operate using self-contained, eco-friendly water reclamation or filtration systems designed to capture wastewater in compliance with local environmental ordinances and municipal code requirements. The Customer authorizes us to perform operations on-site. If local regulations require, or if accidental overflow occurs due to slope or bin placement, the Customer permits the minimal, non-hazardous runoff of biodegradable, eco-friendly cleaning agents onto the property's soil or designated drainage areas. We assume responsibility for its immediate cleaning methods, but the Customer ensures their property's built-in drainage systems (such as grates, gutters, or culverts) are clear of debris that could cause independent blockages or backing up during the service window.

6.4. Notice-of-Claim Window

Notice of Claim and Damage Reporting Window: The Customer is responsible for inspecting all bins and surrounding property surfaces immediately following completion of the service. **ANY CLAIM FOR ALLEGED PROPERTY DAMAGE, BIN DAMAGE, OR UNSATISFACTORY SERVICE MUST BE SUBMITTED IN WRITING TO US WITHIN FORTY-EIGHT (48) HOURS OF THE COMPLETED VISIT.** This written notice must include photographic evidence of the alleged damage. Failure to report any damage within this 48-hour window constitutes an absolute waiver of any claims by the Customer, and we shall be fully released from any subsequent liability.

6.5. Weather Delays and Cancellation

Weather Delays and Force Majeure: We reserve the right to postpone, reschedule, or cancel scheduled services due to inclement or hazardous weather conditions. This includes, but is not limited to, severe thunderstorms, flash flooding, hail, high winds, tornadoes, extreme heat warnings, or freezing winter conditions that impact road safety or equipment operation. We will make every reasonable effort to notify the Customer of weather-related schedule changes via text message or email. **WE SHALL NOT BE LIABLE FOR ANY DELAYS, LOSSES, OR INCONVENIENCES RESULTING FROM WEATHER-RELATED CANCELLATIONS.** Rescheduled services due to weather will be completed on the next available operational day without penalty to either party.

6.6. Bins Containing Trash (Full Bins)

Condition of Bins on Service Day: Bins must be completely empty of all residential garbage, bags, and loose debris on the scheduled service day. We do not provide trash hauling or disposal services. If a bin contains trash when the service technician arrives, we will make a reasonable attempt to lift or set aside a single minor, bagged item to perform the wash, but is under no obligation to do so. **IF A BIN IS SUBSTANTIALLY FULL OR CONTAINS LOOSE, UNBAGGED TRASH, THAT BIN WILL NOT BE CLEANED.** In such cases, the service for that specific bin will be skipped to prevent damage to our filtration equipment, and the Customer will still be charged the full standard service fee for the scheduled visit.

7. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT BINS WILL BE FREE OF ALL STAINS, ODORS, OR RESIDUE, AS RESULTS CAN VARY BASED ON BIN AGE, MATERIAL, AND CONDITION.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, MAAS BIN CLEANING’S TOTAL LIABILITY FOR ANY CLAIM ARISING FROM THE SERVICES SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS PRECEDING THE CLAIM. WE ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

9. INDEMNIFICATION

You agree to indemnify and hold harmless MAAS Bin Cleaning, its owners, and employees from any claims, damages, or expenses (including reasonable attorneys’ fees) arising from your breach of these Terms, misuse of the Services, or violation of applicable law, except to the extent caused by our own negligence or willful misconduct.

10. INSURANCE

MAAS Bin Cleaning carries general liability insurance.

11. GOVERNING LAW AND DISPUTES

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles.

11.1 Dispute Resolution, Binding Arbitration, and Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS.

A. Informal Dispute Resolution: Before initiating any formal legal proceeding, the Customer and MAAS Bin Cleaning agree to attempt to resolve any dispute, claim, or controversy informally. The moving party must send a written notice to the other party describing the nature of the dispute and the specific relief sought. The parties will attempt in good faith to resolve the matter for a period of thirty (30) days from the date the notice is received.

B. Agreement to Binding Arbitration: IF THE DISPUTE CANNOT BE RESOLVED INFORMALLY, BOTH THE CUSTOMER AND THE COMPANY AGREE TO RESOLVE ALL DISPUTES, CLAIMS, OR CONTROVERSIES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SERVICES PROVIDED, OR PROPERTY DAMAGE CLAIMS THROUGH MEDIATION, THEN BINDING INDIVIDUAL ARBITRATION, RATHER THAN IN A COURT OF LAW. This agreement to arbitrate is governed by the Federal Arbitration Act (FAA) and Texas substantive law.

C. Small Claims Court Exception: Notwithstanding the agreement to arbitrate, either party may bring an individual action in a Texas justice court or small claims court, provided the claim seeks individualized relief and falls within the strict jurisdictional dollar limits of that court.

D. CLASS ACTION WAIVER: BOTH THE CUSTOMER AND THE COMPANY EXPLICITLY AGREE THAT ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS. CONTRACTUAL DISPUTES AND CLAIMS SHALL NOT BE ARBITRATED OR LITIGATED ON A CLASS-WIDE, COLLECTIVE, REPRESENTATIVE, OR CONSOLIDATED BASIS. THE ARBITRATOR DOES NOT HAVE THE AUTHORITY TO COMBINE OR CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. BY AGREEING TO THESE TERMS, YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN ANY CLASS ACTION LAWSUIT.

E. Arbitration Procedures and Location: The arbitration shall be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Unless both parties agree otherwise, any in-person arbitration hearings will take place in the Texas county where the services were performed. The arbitrator's decision shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any Texas court having jurisdiction.

F. Fees and Costs: Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. For consumer claims, the Company may split or cover fees to the extent required by AAA consumer rules to ensure the arbitration process is not cost-prohibitive to the Customer. Each party shall bear the expense of their own attorneys' fees, unless statutory rights under Texas law allow the prevailing party to recover them.

We may update these Terms from time to time. The "Effective Date" above reflects the latest revision. Continued use of the Services after changes take effect constitutes acceptance of the revised Terms.

13. CONTACT US

- (5) MAAS Bin Cleaning
- (6) admin@maasbincleaning.com
- (7) (737) 271-7555