



# Mill Valley Refuse Service, Inc

## Auto Pay Enrollment Form

Please print and attach a VOIDED CHECK

Funds to pay your balance due will be transferred from your checking account to Mill Valley Refuse Service **within seven days of the billing date.**  
You will continue to receive an invoice in the mail.

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Name (as it appears on the bill)

MVRS Account Number

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Service Address

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E-mail Address

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Your Name (First, MI., Last)

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Daytime Phone Number

Evening Phone Number (optional)

By signing below you agree to the terms and conditions in the *Auto Pay Service Agreement & Authorization for Payments* and have been provided a copy of the Agreement.

**Funds from your checking account will be transferred within seven days of the billing date.**

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Customer Signature

Date

**Don't forget to attach a VOIDED CHECK along with your signed enrollment form to avoid delays in processing.**

## ***Auto Pay Service Agreement and Authorization for Payments***

The Mill Valley Refuse Service Auto Pay Service (the "Service") is a recurring checking account payment service provided by Mill Valley Refuse Service, Inc. ("MVRS") and its Licensors for payment of your MVRS bill.

*Please read this agreement (this "Agreement") carefully before using the Service.* Before using the Service, you must agree to be bound by the terms and conditions set forth in this Agreement by indicating your agreement below. If you do not accept the terms and conditions of this Agreement, you may not use the Service. MVRS may modify this Agreement from time to time, and such modifications shall be effective immediately upon posting of the modified Agreement. By continuing to access or use the Service following such modifications, you agree to be bound by the modified Agreement.

**Payment Services.** You authorize (1) MVRS to establish and maintain your MVRS bills and payment authorizations and (2) MVRS to process your payments according to your instructions. MVRS will charge your transaction account within the first seven days of the statement/billing date.

You authorize MVRS to charge your transaction account and remit funds to MVRS on your behalf so that the funds arrive as close to the business day designated as reasonably possible. While it is anticipated that MVRS will complete most transactions within twenty-four (24) hours of the day designated, it is understood that due to circumstances beyond the control of MVRS, particularly delays in handling and posting payments by slow-responding companies or financial institutions, some transactions may take a day or even a few days longer.

MVRS will use reasonable efforts to process all your payment authorizations promptly and properly. However, MVRS shall incur no liability if it is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

1. Your account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account.
2. You have not provided MVRS with correct account information.
3. Circumstances beyond MVRS control (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper transmission of your payment authorization and MVRS has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing three (3) exceptions to the MVRS performance obligations are applicable, MVRS shall be responsible for properly processing the payment authorization.

THE FOREGOING SHALL CONSTITUTE MVRS' ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY HEREUNDER.

**In the Event Your Bank Returns a Transaction.** In using the Service, you are requesting MVRS to make payments for you from your designated transaction account. If your financial institution, or the holder of the account from which you have designated payment, is unable to process a transaction (for example, there are not sufficient funds in your account to cover the transaction), the transaction may not be completed.

**Types of Payments and Limitations on Payees.** You may use the Service to authorize payment of your MVRS bill from an account that you designate. MVRS is obligated to notify you promptly if it decides to refuse to process your payment request. MVRS is the only payee you may pay through the Service.

**Charges.** As a customer of the Service, you will not be charged by MVRS for receiving a bill electronically or for payment authorizations that you choose to send electronically.

**EXCLUSION OF WARRANTIES.** MVRS IS PROVIDING THE SERVICE "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON INFRINGEMENT AND TITLE. MVRS DOES NOT WARRANT THAT THE SERVICE IS ERROR-FREE, OR THAT ACCESS TO AND USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.

**LIMITATION OF LIABILITY.** IN NO EVENT SHALL MVRS OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE DELIVERY, PERFORMANCE, OR USE OF THE SERVICE, WHETHER INCURRED BY YOU OR ANY THIRD PARTY, EVEN IF MVRS OR ITS LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OR MAY OTHERWISE KNOW OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY LIABILITY IS IMPOSED ON MVRS, ITS LICENSORS OR SUPPLIERS, TOTAL LIABILITY TO YOU OR ANY THIRD PARTY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE. Some jurisdictions prohibit exclusion or limitation of liability for implied warranties or consequential or incidental damages, so the above limitation may not apply to you. You may also have other legal rights that vary from jurisdiction to jurisdiction.

**Assignment.** You may not assign this Agreement to any other party. MVRS may assign this Agreement to any current or future affiliated company. MVRS may also assign or delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties.

**General.** This Agreement is governed and shall be construed in accordance with the laws of the State of California, excluding its choice of law rules. This Agreement constitutes the entire agreement and supersedes any prior agreements or understandings, oral or written, between MVRS and you concerning the Service and may only be amended as provided in the second paragraph of this Agreement. Failure or delay in enforcing any right or provision of this Agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.