



CLIENT ONE-TIME SERVICE AGREEMENT

Branch Address: _____

Client Information

Sold To Location:

Company Name: City of Stockbridge Tel: 770-389-7900 Fax: _____

Address: 4640 N Henry Blvd Unit: _____

City: Stockbridge State: GA Zip: 30281

Are invoices paid at this location: Yes No Same as: Ship to Bill to Payer

Please complete if invoices are not paid at this location.

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Contacts

Primary contact applies to all

Decision Maker:

Name: Stephanie Tigner Tel: 770-389-7900 Email: stigner@cityofstockbridge-ga.gov

CSR: Name: _____ Tel: _____ Email: _____

A/P: Name: _____ Tel: _____ Email: _____

ALT (Alternate): Name: _____ Tel: _____ Email: _____

Ship To Location: (service location) Same as Sold to

Multiple Service Locations: (check here and attach addendum with location list)

Company Name: _____ Tel: _____ Fax: _____

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

One-Time Service

On site Off site Client initials here: _____

Estimated Material and QTY

Bankers Box (12" x 10" x 15"): 70 Media Small or Large: _____

Copy Box: _____ Blue Bag: _____

File Drawer (15" x 10" x 24"): _____ Other (describe): _____

Hard Drive Small or Large: _____ Other (describe): _____

Notes: Account ID 11456326 / Per our conversation for the offsite shred of approx 70 banker boxes for \$525 + the fuel surcharge. (est only)

One-Time Service Fees

Minimum Charge: \$ 250 OR Flat Rate: \$ _____ Includes: the first 15 boxes for \$250 then the per box rate.

Price Per Unit Below

Bankers Box (12" x 10" x 15"): \$ 5 Media Small or Large: \$ _____

Copy Box: \$ _____ Blue Bag: \$ _____

File Drawer (15" x 10" x 24"): \$ 7 Other (describe): \$ _____

Hard Drive Small or Large: \$ _____ Other (describe): \$ _____

Notes: Account ID 11456326 / Per our conversation for the offsite shred of approx 70 banker boxes for \$525 + the fuel surcharge. (est only)

Payment Details

Payment Method: Cheque C.O.D. Visa MC AMEX (do not collect credit card information, branch will follow up)

PO# Required: _____ Blanket or Per Service: _____

Company Billing Email Address: _____

Tax Type: (check here and attach certificate) Exempt Service Certificate Resale Certificate Direct Buy Certificate

I have read and agree to the Terms and Conditions on reverse:

Shred-it USA Inc. ("Shred-it")

Signed _____

Print Name Chris Riley

Position Inside Sales Executive

Date 3/21/14

Company City of Stockbridge

Signed (Authorized Signature) [Signature]

Print Name Tim Thompson

Position Mayor

Date 3/25/14

Terms & Conditions of Shred-it Client Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Client are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Client's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Client:
 - (a) Shred-it will: (i) collect Client's paper and other agreed upon materials (Materials) on a mutually agreed basis and (ii) destroy the Materials using a mechanical shredding device (the "Destruction Process").
 - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Client with a Certificate of Destruction.
 - (c) An authorized representative of Client may, at any time, inspect the Destruction Process.
 - (d) Shred-it will recycle or otherwise dispose of the Materials.
3. **Shred-it Equipment.** Any containers ("Equipment") provided to Client by Shred-it are the property of Shred-it. Client will not file any lien, nor allow to be filed any lien, against any such Equipment. Client will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Client's location, Client shall pay a replacement charge pursuant to the Schedule; and (b) indemnify and hold harmless Shred-it and its affiliates and agents for any damages related to such Equipment, and for any Materials which may have been located in such Equipment.
4. **Service Fee.** Client will pay a "Service Fee" to Shred-it as set forth on the cover page. Notwithstanding anything to the contrary, Client shall pay the Minimum Charge if after Shred-it has arrived at Client's location on the scheduled shredding date and time, Client's offices are closed or Client declines shredding services without prior notification to Shred-it.
5. **Payment Terms.** Client agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Client unless Client has provided Shred-it with exemption certificates acceptable to the taxing authorities.
6. **Ancillary Charges.** Client agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
8. **Fuel, Environmental and/or Other Surcharge.** Client agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
9. **Excused Performance.** In the event Shred-it is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of Shred-it, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any Materials or other property of Client. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Client is limited to the amount of the Service Fees received by Shred-it from Client for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
11. **Setoff.** Client will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Client, its parent, affiliates, subsidiaries or other divisions or units.
12. **Prohibited Acts.** Client shall not: (a) store in any Equipment any Materials considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, (b) assign this Agreement to any other party without the prior written consent of Shred-it, which may be withheld in Shred-it's sole discretion and (c) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing confidentiality, retention and disposition of any Materials
13. **Indemnification; Attorney's Fees and Collection Costs.** Client shall indemnify Shred-it for all costs and damages suffered by Shred-it as a result of Client's actual or threatened breach of this agreement. In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
14. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Delaware, excluding its choice of law provisions. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Client at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section.

I hereby acknowledge that I have read and understood the terms and conditions

Customer Initials



ONE-TIME SERVICE REQUEST

Branch Address: _____

Client Information

Sold To Location:

Company Name: _____ Tel: _____ Fax: _____

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Are invoices paid at this location: Yes No Same as: Ship to Bill to Payer

Please complete if invoices are not paid at this location.

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Bill To Location: Same as Sold to Same as Ship to

Company Name: _____ Tel: _____ Fax: _____

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

Payer: Same as Sold to Same as Bill to Same as Ship to

Company Name: _____ Tel: _____ Fax: _____

Address: _____ Unit: _____

City: _____ State: _____ Zip: _____

To Be Completed By Sales Representative

Type of Business: SIC _____ Description: _____
(please see reverse)

Business Hours: _____ Restrictions: _____

Building Access: _____ PO #: _____

Call Ahead: Yes No How Long: _____

Site Directions: _____

Main Intersection: _____

Proximity Type: Dense Urban Semi-Urban Remote Facility Type: Strip Mall High Rise Low Rise

Customer Location Size: 0-9 Employees 10-199 Employees 200+ Employees National Multi-Location

Special Instructions: _____

For Office Use Only

Account Number: _____

Service Day: M T W T F S S

Estimated Service Duration: _____

Week #: _____ Grid #: _____ Route #: _____ Sequence: WK1 WK2 WK3 WK4

Routing Spreadsheet Updated: _____ (initials)

DSM: _____ DOM: _____

DATE: _____ DATE: _____

| Category Description | SIC Code Description | 4-digit SIC |
|--|--|-------------|
| Automotive Services | Miscellaneous Automotive Services | 7549 |
| | Passenger Car Leasing | 7515 |
| | Passenger Car Rental | 7514 |
| Business Services | Adjustment and Collection Services | 7322 |
| | Advertising Agencies | 7311 |
| | Commercial Art and Graphic Design | 7336 |
| | Commercial Photography | 7335 |
| | Credit Reporting Services | 7323 |
| | Data Processing and Preparation | 7374 |
| | Employment Agencies | 7361 |
| | Miscellaneous Business Services | 7389 |
| | Secretarial and Court Reporting | 7338 |
| Car Dealers & Gas Stations | Gasoline Service Stations | 5541 |
| | Motorcycle Dealers | 5571 |
| | New Car Dealers | 5511 |
| | Recreational Vehicle Dealers | 5561 |
| | Used Car Dealers | 5521 |
| Chemical Products | Pharmaceutical Companies | 2834 |
| Communications | Cable and Other Pay Television Services | 4841 |
| | Miscellaneous Communications | 4899 |
| | Radio Broadcasting Stations | 4832 |
| | Television Broadcasting Stations | 4833 |
| | Telephone Communication | 4813 |
| Construction & Contractors | Construction & Contractors | 1799 |
| Eating & Drinking Places | Drinking Places | 5813 |
| | Restaurants | 5812 |
| Educational Services | Business and Secretarial Schools | 8244 |
| | Colleges and Universities | 8221 |
| | Elementary and Secondary Schools | 8211 |
| | Junior Colleges | 8222 |
| | Libraries | 8231 |
| | Miscellaneous Educational Services | 8299 |
| Engineering, Accounting & Related Services | Accounting, Auditing, and Bookkeeping | 8721 |
| | Architectural Services | 8712 |
| | Engineering Services | 8711 |
| | Facilities Support Services | 8744 |
| | Management Consulting Services | 8742 |
| | Public Relations Services | 8743 |
| | Surveying Services | 8713 |
| Executive, Legislative & General Government | Executive and Government Offices | 9111 |
| | General Government | 9199 |
| | Legislative Bodies | 9121 |
| Financial | Federal Reserve Banks (Government) | 6011 |
| | National Commercial Banks or Credit Unions | 6021 |
| | Miscellaneous Financial | 6099 |
| | State Commercial Banks or Credit Unions | 6022 |

| Category Description | SIC Code Description | 4-digit SIC |
|---|---|-------------|
| Food Stores | Grocery Stores | 5411 |
| General Merchandise Stores | Department Stores | 5311 |
| | Miscellaneous General Merchandise | 5399 |
| | Variety Stores | 5331 |
| Health Services | Dental Laboratories | 8072 |
| | Home Health Care Services | 8082 |
| | Hospitals, General Medical and Surgical | 8062 |
| | Medical Laboratories | 8071 |
| | Miscellaneous Health Services | 8099 |
| | Offices and Clinics of Dentists | 8021 |
| | Offices and Clinics of Medical Doctors | 8011 |
| | Skilled Nursing Care Facilities | 8051 |
| Hotels and Motels | Hotels and Motels | 7011 |
| Insurance / Real Estate | Insurance Agents, Brokers, and Service | 6411 |
| | Insurance Carriers | 6399 |
| | Developers | 6552 |
| | Real Estate Agents and Managers | 6531 |
| | Title Offices | 6541 |
| Justice, Public Order and Safety | Correctional Institutions | 9223 |
| | Courts | 9211 |
| | Fire Protection | 9224 |
| | Police | 9221 |
| Legal Services | Legal Services | 8111 |
| Membership Organizations | Business Associations | 8611 |
| | Labor Organizations | 8631 |
| | Miscellaneous Organizations | 8699 |
| | Professional Organizations | 8621 |
| Personal Services | Funeral Service and Crematories | 7261 |
| | Miscellaneous Personal Service | 7299 |
| | Tax Return Preparation Services | 7291 |
| Printing & Publishing | Book Publishing | 2731 |
| | Commercial Printing | 2752 |
| | Magazine Printing | 2721 |
| | Newspapers | 2711 |
| Retail (Miscellaneous) | Drug Stores or Pharmacies | 5912 |
| | Miscellaneous Retail Stores | 5999 |
| | Office Supply Stores | 5943 |
| Security & Commodity Brokers | Investment Advice | 6282 |
| | Security Brokers and Dealers | 6211 |
| Social Services | Child Day Care Services | 8351 |
| | Individual and Family Services | 8322 |
| | Job Training and Related Services | 8331 |
| | Miscellaneous Social Services | 8399 |
| | Residential Care | 8361 |
| Veterinary Services | Veterinary Services | 0741 |