



DOCUMENT SHREDDING SERVICE AGREEMENT

Customer: BALLYSHANNON MIDDLE SCHOOL Date: OCTOBER 28, 2020

Address: 7515 SHAMROCK AVENUE Phone: (859) 905-2620

City: UNION State: KY ZIP: 41091

1. The "Customer" identified above, for itself and its successors and assigns, orders from DOCUMENT DESTRUCTION, LLC ("Vendor") all of Customer's shredding service requirements during the term of this agreement, all in accordance with the pricing, terms and conditions contained in this agreement.

2. The term of this agreement is 12 months beginning on 10/28/2020. Unless Customer provides written notice of termination at least 60 days before the expiration date, this agreement will automatically renew for an additional term of the same length upon the expiration of the original term and each renewal term.

ITEM FURNISHED BY VENDOR

Description	Service Frequency	No. of Consoles	No. of Totes
ONSITE DOCUMENT SHREDDING	EVERY 8 WEEKS	1	0

FLAT RATE CHARGE IS \$40.00 PER SHRED.

3. Vendor may terminate this agreement without notice if Vendor fails to receive any monthly payment more than 30 days after its due date. Customer shall pay a \$35.00 processing charge and reimburse Vendor for all fees charged by Vendor's bank for each check dishonored or returned unpaid by Customer's bank. Vendor has the right to increase prices. The customer may reject any price increase by notifying Vendor within 30 days after Customer receives notice of the increase. If customer rejects a price increase, Vendor may terminate this agreement.

4. Customer has inspected the equipment furnished by Vendor and acknowledges that all is in good working order and satisfactory condition. All equipment furnished by Vendor will remain the property of Vendor. Customer may use the equipment only for the intended purpose, and may not cause permanent neglect or deliberate misuse thereof. Customer is not authorized to repair equipment furnished by Vendor. Upon the termination or expiration of this agreement, Customer shall surrender all equipment to Vendor in as good a condition as when delivered to Customer, reasonable wear and tear excepted. Customer shall reimburse Vendor for the then-current replacement value any equipment lost or damaged while in Customer's possession or which Customer fails to return upon the termination or expiration of this agreement.

5. THE TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE INCORPORATED INTO THIS AGREEMENT BY THIS REFERENCE AND HEREBY MADE A PART OF THIS AGREEMENT.

CUSTOMER:

DOCUMENT DESTRUCTION, LLC

By: _____
Signature

By: _____

Print Name of Person Signing

4511 Reading Road Cincinnati, OH 45229
(513) 772-1114 (937) 233-2800 (859) 276-0086

6. Customer shall notify Vendor, in writing, of any hazardous materials (including, without limitation, medical waste) that may be encountered or picked up by Vendor while providing services under this agreement. Customer shall insure that no hazardous materials that may be harmful to Vendor's employees will be present.

7. Customer shall send to Vendor, by registered letter, any complaints about the quality of the service that have not been resolved in the normal course of business. If Vendor thereafter fails to resolve any material complaint within a reasonable period of time, Customer may terminate this agreement, whereupon Customer shall promptly return to Vendors Cincinnati location in as good a condition as when delivered to Customer (reasonable wear and tear excepted), all equipment furnished by Vendor, or reimburse Vendor for the equipment's current replacement value.

8. In performing its obligations under this agreement, Vendor may learn of confidential or proprietary information about Customer's business ("Confidential Information"). Confidential Information includes all information about Customer's business that is not generally known or used by others and that gives, or may give, Customer an advantage over its competitors, or which could cause Customer injury, embarrassment, or loss of reputation or goodwill if disclosed. Confidential Information does not include any information that, at the time of disclosure to Vendor: (a) is generally available to and known by the public, other than as a result of a disclosure directly or indirectly by Vendor or its employees, consultants, or subagreementors; (b) was disclosed to Vendor by a third party that was not under an obligation of confidentiality to Customer; (c) was independently developed by Vendor not otherwise in violation or breach of this agreement; or (d) was rightfully known to Vendor prior to entering into this agreement. Due to the sensitive nature of the information of which Vendor and its personnel may become aware, the parties intend that these provisions be interpreted as broadly as possible to protect Customer's Confidential Information. All Confidential Information is considered a proprietary trade secret and a matter of strict confidentiality. Vendor shall employ the same security measures to protect Confidential Information received from Customer that it would apply to its own confidential information (but in no event will Vendor apply less than a reasonable degree of care in handling Confidential Information). Vendor may not distribute, disclose or convey Confidential Information to other parties unless specifically permitted in this agreement or otherwise in writing by Vendor. Vendor agrees that only employees with a need to know will be granted access to Confidential Information, and only after they have been informed of the confidential nature thereof; Confidential Information will not be distributed, disclosed or conveyed to any consultant or subagreementor of Vendor; no copies of Confidential Information may be made; and Vendor may not use Confidential Information for its own benefit or for the benefit of any other party. Vendor shall indemnify and defend Customer against and hold Customer harmless from all liabilities, actions, claims, demands, losses, damages, judgments and expenses that arise from unauthorized disclosure or unauthorized use of Confidential Information by Vendor or its employees. Vendor can add customer as an additional insured to vendor's insurance policy if requested, but only for the scope of work performed by Vendor.

9. Additional equipment and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof. If this agreement is terminated before the expiration date, Customer acknowledges and agrees that the damages sustained by Vendor will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the expiration date for any reason other than for documented quality of service reasons which are not cured as provided in section 7 above, or terminated by Vendor for cause at any time, Customer shall pay Vendor, as liquidated damages and not as a penalty, 50% of the average invoice total multiplied by the number of invoices remaining in the unexpired term. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.

10. If any provision of this agreement is illegal, invalid or unenforceable, that provision will be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by law, and the remainder of this agreement will not be affected. This agreement is binding upon the parties and their heirs, successors and assigns. The laws of the State of Ohio govern all aspects of this agreement. Any action brought by either party against the other in any court may be brought only within the State of Ohio in the judicial district in which Vendor has its principal place of business (currently Hamilton County). Each party consents to the exercise of jurisdiction by such courts and waives any defense of lack of personal jurisdiction or improper venue. This agreement is the entire agreement between the parties with respect to the subject matter hereof, and all prior discussions, negotiations, understandings and agreements relating to same subject matter are superseded and merged into this agreement. The terms of this agreement may be modified or terminated only by a written instrument signed by both parties. No failure or delay by Vendor in exercising any right, power or privilege will operate as a waiver of the right, power or privilege; no single or partial exercise by Vendor of any right, power or privilege will preclude any other exercise of the same right, power or privilege, or the exercise of any other right, power or privilege. The individuals signing this agreement represent that they are authorized to do so for themselves or on behalf of the party they purport to represent.

11. Customer represents that its execution of this agreement and the performance by Vendor of its obligations hereunder do not breach or infringe upon any other agreement to which Customer is a party.