

Service Agreement

Between: _____ (Company Name),

(Address), _____ (City, State, Zip) (The Customer)
and Affordable Shred, 3327 Terminal Ave., Springfield, IL 62707 (The Service Provider).

Scope of Work: Affordable Shred will pick up material from The Customer, using our secure, locked containers. The contents of the containers will be **destroyed On-Site using a Mobile destruction vehicle**. Service Provider assumes responsibility only when security driver takes control of document/materials. All work will be done in a timely and secure manner to insure complete confidentiality. Affordable Shred is **AAA Certified by NAID**. Affordable Shred shall maintain general liability insurance in coverage amounts acceptable to the Customer, and shall provide evidence of such insurance upon request of Customer from time to time. Affordable Shred carries \$2 million in general liability insurance, \$1 million in excess/umbrella liability insurance, and an additional \$1 million in E/O coverage.

Containers: **A.S. provides collection containers at no extra charge.** All containers/cabinets shall remain the sole property of Affordable Shred. Customer agrees that if cabinets are damaged or removed while in customer's possession, customer will reimburse A.S. for replacement cost of new container.

Services to be Furnished: A.S. will provide **mobile shred services** for the secure destruction of records ("Services"). Company will furnish a Certificate of Destruction to Customer.

The Service Provider agrees to service the containers on the schedule describe below, or as needed by the Customer. The pick-up locations and schedule are as follows:

- \$___ first Wooden Console serviced \$___ per additional
- \$___ 32/ 65 Gallon Tote \$___ additional
- \$___ PDC, Shredinator \$___ additional
- \$___ other

<u>Location</u>	<u>Container</u>	<u>Service Schedule</u>
_____	_____	_____
_____	_____	_____

Additional locations and containers can be added anytime.
The pick-up schedule can be modified with mutual agreement.

Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. A.S. will remain liable for all Services performed for Customer. A.S. will make Customer aware of any use of any subcontractor, including their identity.

Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

Material Descriptions: A.S. cannot confirm specific documents/materials that are shred (provided by customers). A.S. will provide time stamped certificate of destruction showing time, quantity and personnel that perform.

Confidentiality: "Confidential Information" means any information relating to Customer's property, business and affairs shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own.

Term: This Agreement shall commence on the Effective Date set forth below and, unless otherwise terminated in accordance with below Termination section, continue for one year and then month-month agreement shall continue in effect, unless written notice of nonrenewal is delivered by either party to the other not less than thirty (30) days prior.

Termination: Either party may terminate this Agreement if the other is in material or repeated breach of any of its obligations hereunder and the breaching party has not cured the breach within thirty (30) days after written notice from the nonbreaching party.

Limitation of Liability: Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the twelve (12) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

By: _____

Name: Thomas A Schreyer

Title: Customer Service Rep, CHP

Date: _____

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