

Shredding Service Agreement

New ☒ Renewal ☐

Customer Kittitas County Auditor

Address 205 West 5th Suite 105 Ellensburg, WA 98926

Secure Shred, LLC, ("Company") will provide all shredding services requirements for the Customer, its successors, in accordance with the pricing, terms and conditions contained herein during the term of this agreement.

Services Provided by the Company

☒ **On-Site Shredding**

Transportation

Frequency	Unit Price
Every 4 Weeks	\$0.00

Container Services

Container Type	Quantity	Unit Price
64 Gallon	1	\$4.00

The container service fee will be assessed to the Customer for any bin(s) or console(s) in their possession that are not serviced by Company at regularly scheduled time of "Services".

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 destruction unless the release or loss is due to Company's willful misconduct. As liquidated damages and because damages would be impossible to determine, the Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amount paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim.

Company will provide shredding services for collection of all customers' confidential information. "Confidential Information" means any information relating to Customer's property, business and affairs, other than information that (i) was known to Company prior to receipt of the same from Customer, (ii) was made available to Company by a third party free of any obligation to keep it confidential, or (iii) is in the public domain other than as a result of a violation of this Agreement by Company. All Services performed by Company will be in a professional manner consistent with industry standards and practices. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the Company's President. If the company then fails to resolve said complaint, in a reasonable timeframe, Customer may terminate this agreement.

Invoices shall be due and payable within fifteen (15) days from the date of the applicable invoice. Amounts due and not paid within fifteen (15) days after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum, and will result in a late fee in the amount of five percent (5%) of the delinquent amount, which interest and late fee will be paid by Customer upon demand by Company.

The term of this Agreement shall commence on the date of the first invoice and shall continue for twelve (12) months from the date of the first invoice. This agreement will automatically renew for the same period of time unless the Company is notified, in writing, (30) days in advance of the current terms expiration. If Customer fails to pay Company's charges within forty-five days after the date of invoice, Company may, at its option: (a) suspend service, or (b) terminate this agreement. Company shall have other rights and remedies as may be provided by law. Customer agrees to retain Company on an exclusive basis at all facilities for all services to include media destruction and one-time purge projects, within Companies service area, covered by this Agreement for the term of this Agreement, including all renewals.

All bins and consoles remain the property of Secure Shred. Company bins shall not be used by Customer for the disposal of materials other than wastepaper material, microfilm, fiche, and magnetic recording media unless approved in writing by Company prior to collection. In the event that the bins or consoles are lost, damaged or destroyed while in the Customers care, the Customer will pay for each bin or console at the current replacement value. Any claim, controversy, or dispute arising out of or relating to this Agreement shall be resolved by submission to final, binding and no appealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.

Additional containers and services can be added to this agreement and shall automatically become subject to the terms hereof. If this agreement is terminated early, Company and Customer agree that the damages sustained by Company will be substantial and hard to ascertain. Therefore, if this agreement is terminated by Customer prior to the expiration date for any reason other than documented quality of service reasons, which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company as liquidated damages, 100% of the average invoice total multiplied by the number of invoices remaining in the unexpired term.

Agreed to By
Gary Berndt
Printed Name
Chairman, Board of County Commissioners
Title
August 18th, 2015
Date Signed

Secure Shred Representative

Printed Name

Title

Date Signed

Attached Shredding Agreement - Addendum