



635 W. 41ST ST.
 TULSA, OK 74107
 PHONE: (918) 446-8386
 WWW.SHREDDERSINC.NET

CUSTOMER SERVICE AGREEMENT

CLIENT NAME: Broken Arrow Public Schools Service Education Center
BILLING ADDRESS: 701 S. Main, Broken Arrow, OK 74012
PHONE #: 918-259-5732
CONTACT 1: Cathey Metevelis
EMAIL: cmetevelis@baschools.org
A/P CONTACT: Cathey Metevelis
A/P EMAIL: cmetevelis@baschools.org

AUTOMATIC SERVICE								
SERVICE FREQUENCY:	WEEKLY	BI-WEEKLY	X	MONTHLY	OTHER			
CONTAINER:	TYPE	QTY	RATE	TYPE	QTY	RATE		
	Cabinet	1	\$35.00	95 GAL	1	\$45.00		
	Cabinet	5	\$10.00					

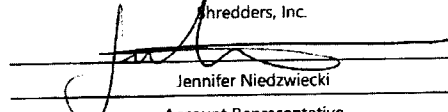
MINIMUM SERVICE CHARGE: \$50.00 **DELIVERY DATE:** Established **FIRST SERVICE DATE:** Established

CONTAINER	QUANTITY	LOCATION
CABINET	1	Finance
CABINET	2	Human Resources
CABINET	1	Federal Programs
CABINET	2	Special Education
95 Gallon	1	Special Education

PURGE/ADDITIONAL MATERIAL	
ITEM DESCRIPTION	PRICE
boxed/ loose paper	\$0.10 per pound

NOTES
 Service will be on the 3rd Thursday of every month unless school is closed for holidays and/or breaks. Available dates will be determined at that time.
 A minimum charge of \$50.00 will apply for any additional service calls between weekly services.
 AGREED TO BY (TERMS & CONDITIONS ON PAGE TWO)

START DATE OF THE AGREEMENT: 7/1/2021 **TERM OF AGREEMENT:** 12 Months

VENDOR: Shredders, Inc. **CLIENT:** Broken Arrow Public Schools Education Service Center
SIGNED:  **SIGNED:** _____
PRINT NAME: Jennifer Niedzwiecki **PRINT NAME:** _____
POSITION: Account Representative **POSITION:** _____
DATE: 4/15/2021 **DATE:** _____

NEW	X	EXISTING	CHANGE	SALES REP	JN
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TERMS OF CONDITIONS

This CUSTOMER SERVICE AGREEMENT between SHREDDERS INC. and "the customer" takes effect on the *Start Date of the Agreement*. No other terms or conditions on Customer's purchase order or any other instrument, agreement, or understanding shall be binding upon Shredders Inc. unless agreed to by both parties in writing. The parties agree as follows:

1. Shredders Inc. will provide Customer with on-site or off-site paper shredding and recycling services under the following terms and conditions:
 1. **Equipment:** Shredders Inc. will provide locked security consoles and other related equipment for the collection and storage of customer's confidential materials. The number of consoles is based on estimates of the amount of confidential shredding. The estimates are determined by Shredders Inc. and based on estimates of volume in discussions with the customer. At the customer's request, additional consoles may be added to this agreement and shall automatically become a part of and subject to the terms hereof.
 2. **Paper Document Collection and Destruction:** Shredders Inc. will physically collect customer's confidential materials on a regularly scheduled, or call-in basis, as agreed between Shredders Inc. and the customer. Confidential materials will be taken back to Shredders Inc.'s facility in a secured, enclosed truck. For on-site services rendered, confidential materials will be destroyed on the customer's premises, by means of a mechanical shredding device.
 3. **Certification:** After completion of the document destruction process a *Certificate of Destruction* will be mailed out. The Certificate of Destruction guarantees the customer that all materials transferred to Shredders Inc.'s custody were shredded and properly disposed of.
 4. **Document Disposal and Recycling:** All Confidential Materials are shredded and recycled in the ordinary course of Shredders Inc.'s business.
2. **Equipment Rental:** The locked security consoles and any other equipment provided to customer by Shredders Inc. remains at all times the property of Shredders Inc. Customer will keep all equipment in working order, normal wear and tear expected. For any equipment which is moved, damaged, stolen, or lost while at customer's location. Customer shall pay a replacement charge. Indemnify and hold harmless Shredders Inc. for any damages related to such equipment, and any materials located in such equipment.
3. **Service Fee:** Customer will pay Shredders Inc. a service fee equal to the greater of the minimum charge, or a fee per console and/or other specified box, bag, or container, as agreed on the front page of this customer service agreement. Customer agrees to pay the service fee within 30 days of receiving an invoice for services rendered by Shredders Inc. Customer shall pay the minimum charge if customer declines or cancels a scheduled service.
4. **Terms of Agreement:** The agreement is for *twelve months*. Unless a new agreement is signed by both parties this agreement will automatically renew for additional terms of the same duration. Unless terminated by either party by written notice, at least 30 days prior to the expiration of either the initial term or of any renewal term. On termination by either party, the customer will immediately pay Shredders Inc. all outstanding balances for services performed by Shredders Inc. prior to termination of the Agreement, Additional locations listed in relevant addendums are also covered under this agreement.
5. **Early Termination of Agreement:** In the event the customer terminates without cause prior to the end of the Initial term or any renewal term and upon 60-day written notices to Shredders Inc.
 - The customer will immediately pay Shredders Inc. all unpaid invoices.
 - The service fee due for the remaining term of the agreement. (current price will be multiplied by remaining service dates in either the initial or renewal term)
6. **Default and Termination for Cause:** If either customer or Shredders Inc. breaches this agreement by failing to perform any of their respective obligations under this agreement, the non-breaching party reserves the right to suspend or terminate this agreement by providing 30 day written notice of termination to the other party. Customer will immediately pay Shredders Inc. any outstanding account balance for services performed by Shredders Inc. prior to the *Termination of the Agreement*.
7. **Excused Performance:** Shredders Inc. will not be in breach for failure to comply with the provisions of the agreement where Shredders Inc.'s failure is due to reasons of vis major "superior force" such as fire, wind, snow, earthquake, or any other act of God that renders Shredders Inc.'s services under this agreement unavailable.
8. **Miscellaneous:** This agreement contains the entire understanding of the parties concerning the subject matter of this agreement and applies to any successors to the agreement, as well as to any new or additional customer location. Any changes to this agreement must be agreed to in writing by both parties. 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 provisions of this agreement are held to be invalid, the other provisions of this agreement shall remain in full force and effect. This agreement shall be interpreted under the laws of the state of Oklahoma. This agreement replaces/supersedes any previous agreements between Shredders Inc. and the customer.