

Shredding Client Agreement



Account Name: Mt. View Whisman School District Billing Contact: Accounts Payable Billing Phone: (650) 526-3500
 Billing Address: 1400 Montecito Avenue Billing Email: _____
 Billing City: Mountain View State: CA Zip: 94043
 Service Contact: Billing: Accounts Payable Service Email: accountspayable@mvwsd.org Service Phone: (650) 526-3500
 Service Address (if different): _____ (Check here if multiple locations with list attached)
 Service City: _____ State: _____ Zip: _____
Schedule A Pricing: (Check here if separate Schedule A pricing is attached)
 Service Type (Circle One): Onsite Required **Onsite Not Required** Minimum Charge: \$39.00 Frequency: TBD
 Equipment Type: 96 gal. bin 64 gal. bin 32 gal. consoles
 Qty: 1 1 2
 Cost Per: \$29.00 \$21.50 \$12.50/ea. (Consoles have a \$29.00 minimum)

This Agreement for Services ("Agreement") made August 18, 2022 is by and between Corodata Shredding, Inc. ("Corodata") and Mountain View Whisman School District ("Client").

- 1) Corodata agrees to provide the following services:
 - Provide equipment to CLIENT for the storage of materials to be shredded by Corodata.
 - Pick up materials at designated CLIENT location with minimal or no disruption to CLIENT's operations.
 - Provide secured destruction of materials at client site (if Onsite service required) or provide secure transportation of materials to the location providing shredding.
 - Provide a Certificate of Destruction upon CLIENT's request.
- 2) Rates for services to be provided by Corodata under this Agreement are set forth above or listed on Schedule A. Billing will be on a monthly basis. Payment is due and payable upon receipt of the invoice and no later than 15 days of the date of the invoice.
- 3) Corodata shall not be responsible or liable in any manner whatsoever for the release or loss of any materials provided to Corodata for secure destruction, or any damages to CLIENT as a result of any release or loss, unless such release or loss is due to Corodata's failure to exercise ordinary care. In no event shall Corodata be liable for any release or loss or any delay or failure in its performance of Services caused by circumstances beyond the control of Corodata.
- 4) CLIENT warrants that it is the owner, legal custodian or otherwise has the right to deliver for destruction any and all materials CLIENT provides Corodata hereunder. CLIENT shall reimburse Corodata for any expenses reasonably incurred by Corodata (including reasonable legal fees and costs) by reason of Corodata complying with its obligations under this Agreement to destroy such materials in the event of a dispute or claim concerning the destruction of the materials provided by CLIENT to Corodata.
- 5) Corodata shall use the same degree of care to safeguard CLIENT's Confidential Information as Corodata uses to safeguard its own confidential information.
- 6) **By executing this Agreement, CLIENT acknowledges and agrees that he/she/it has read, understands and agrees to be bound by the terms and conditions set forth in this Agreement including, but not limited to, those terms and conditions set forth on the reverse side and in any attached schedules or addenda.**
- 7) Any individual signing this Agreement on behalf of any corporation, partnership, trust or other entity hereby represents that he or she has full authority to do so, has received all required consents, and that his or her signature is the only signature required to bind the entity on whose behalf this Agreement is entered into. CLIENT hereby agrees that it, and its employees, agents and contractors, shall observe and comply with all procedures and rules of Corodata, and shall cooperate with the employees, agents and contractors of Corodata, as necessary to ensure the smooth operation of Corodata's business.

Client Signature: _____ Corodata Signature: _____
 Client Name: _____ Corodata Name: Marshall Commons, IGP, INFO
 Client Title: _____ Corodata Title: _____
 Date: _____ Date: _____

Terms and Conditions

- 1. SERVICES.** Corodata will provide shredding services ("Services") to CLIENT, which are expressly limited to shredding the materials provided to Corodata by CLIENT and accepted by Corodata ("Shred Materials"). CLIENT acknowledges that Corodata may dispose of the Shred Materials by shredding, puncturing, incinerating or any other means that is generally accepted in the industry for disposing of similar material. References herein to "shredding" shall be understood to include all such methods of disposal. In accordance with generally accepted industry standards and practices, CLIENT acknowledges that CLIENT's Shred Materials may be commingled with shred materials of others prior to shredding and that CLIENT's Shred Materials may be recycled after they are shredded. CLIENT agrees that there are no implied services to be provided hereunder and there are no intended third party beneficiaries of the Services. Corodata will provide Services for the secure shredding destruction of the Shred Materials in a professional manner in accordance with the Agreement and as described on Schedule A attached hereto and incorporated herein. Corodata will furnish a Certificate of Destruction upon CLIENT's request. The Services may, at CLIENT's option and as indicated on Schedule A, be performed as part of a regular schedule or pursuant to specific directions from CLIENT. CLIENT may also request custom Services not set forth on the current Schedule A, in which case Corodata will consult with CLIENT as to the terms and conditions of the Services requested. Bins provided to CLIENT shall remain the property of Corodata at all times.
- 2. ACCEPTANCE AND INSTRUCTION:** In the absence of a separate executed contract, the act of providing materials to Corodata for destruction constitutes CLIENT'S acceptance of the terms, conditions and rates contained in this Agreement and applicable Schedule As. Corodata may act in reliance upon any instruction, instrument, or signature reasonably believed by Corodata to be genuine, and may assume that any of CLIENT's employees giving any notice, request, or instruction has the authority to do so.
- 3. SERVICES BY THIRD PARTIES.** Corodata shall be entitled to procure the services of any third party in its reasonable discretion to perform all or part of the Services, and CLIENT hereby consents to Corodata's use of any such third party and agrees that all of the terms of this Agreement apply to the services provided by any such third party. Such third parties may include companies that are owned by, that own or that are under common control or ownership with, Corodata ("Corodata Affiliates").
- 4. COMPLIANCE WITH CONTRACTS, LAWS AND REGULATIONS.** CLIENT shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials provided to Corodata. Corodata shall comply with applicable laws, statutes, regulations and ordinances.
- 5. ACKNOWLEDGEMENTS.** CLIENT acknowledges that it is aware of its obligation to properly dispose of "consumer information" and any other information the disposal of which is regulated by any laws or regulations governing disposal of information, including, without limitation, those commonly known as "FACTA," "GLBA," "HIPAA" and "HITECH" or similar state and federal laws ("Privacy Laws"). CLIENT is solely responsible for reviewing the Privacy Laws to determine if shredding is adequate under the Privacy Laws to which the Shred Materials may be subject. Corodata makes no representation, warranty, certification, or agreement as to the compliance of shredding or the Services with Privacy Laws. CLIENT acknowledges that it has irrevocably authorized Corodata to dispose of the Shred Materials by shredding. CLIENT also agrees that all bins, consoles and other items supplied by Corodata for use by CLIENT in connection with the Services are the property of Corodata. If CLIENT fails to return all such items in working condition at the completion of the Services, CLIENT agrees to reimburse Corodata for their replacement cost. CLIENT shall be responsible for, and agrees to hold Corodata harmless from, all contractual restrictions that govern CLIENT and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in the Shred Materials.
- 6. PROHIBITED ITEMS.** CLIENT shall not deliver to Corodata any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including biohazard, CLIENT agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. Corodata shall not be responsible or liable for any loss or damage sustained in connection with any negotiable items or other items of value that are provided to Corodata for shredding. CLIENT agrees to indemnify Corodata from any claims of damage or injury resulting from its provision of any materials other than paper materials, unless Corodata has agreed in advance and in writing to acceptance such items.
- 7. RATES.** CLIENT agrees to pay the fees for the Services set forth on the front page of this Agreement above, or the separately attached, Schedule A. Prices reflected in the Schedule A represent the initial pricing for the account. Services requested outside of the above such pricing will be priced at Corodata's standard rates in effect at the time of the service request unless otherwise agreed upon in writing with the CLIENT. Prices may be changed only upon thirty (30) days written notice to CLIENT. ALL equipment will be billed at prices listed on the Schedule A, at the frequency listed on the Schedule A, unless an individual service is specifically cancelled by CLIENT. Any Corodata equipment in possession of CLIENT that is not serviced within a thirty (30) day period, unless specifically scheduled otherwise per the frequency listed on the Schedule A, will be subject to a \$5 rental fee. A finance charge at the legal rate of interest in this state will be assessed on the entire unpaid balance of the account if charges remain unpaid with thirty (30) days after date of the invoice.
- 8. CONFIDENTIALITY.** "Confidential Information" means any information relating to CLIENT's property, business and affairs. Unless such Confidential Information was previously known to Corodata free of any obligation to keep it confidential, is subsequently made public by CLIENT or by a third party having a legal right to make such disclosure, or was known to Corodata prior to receipt of same from CLIENT, it shall be held in confidence by Corodata and shall be used only for purposes provided in this Agreement. Corodata shall use the same degree of care to safeguard CLIENT's Confidential Information as Corodata uses to safeguard its own confidential information. However, Corodata may comply with any subpoena or similar order related to materials provided to Corodata for destruction; provided that it shall, unless prohibited by law, notify CLIENT promptly of any such subpoena or notice. CLIENT shall pay Corodata's reasonable costs and fees for such compliance.
- 9. TERM.** The term of this Agreement is 30 days and shall commence when signed by both parties. The term shall automatically extend for successive terms of the same duration until CLIENT gives Corodata thirty (30) days advance written notice of a termination date. If CLIENT terminates this Agreement before the completion of the Term for any reason, CLIENT agrees to pay Corodata early termination fees. These fees shall become due as of the effective date of the termination. CLIENT's early termination fees shall be equal to all recurring charges for the balance of the then current term.
- 10. DEFAULT.** The occurrence of one or more of the following events shall constitute default ("Events of Default"): (a) Failure to pay any sum due hereunder within fifteen (15) days of when due; or (b) Breach of any provisions of this Agreement. Upon the occurrence of any of the Events of Default, Corodata, at its sole option, may terminate the Agreement. All amounts due for Services rendered up to the effective date of termination and until the expiration of the current term shall become due and payable. Upon termination, CLIENT shall return (or permit Corodata to retrieve) all Corodata bins and other property kept at CLIENT's site, and Corodata shall have no obligation to provide further Services to CLIENT. Corodata shall recover all damages suffered by reason of such termination. Corodata shall be entitled to recover all reasonable attorneys' fees and costs incurred in connection with the enforcement of this agreement.
- 11. DEFINITION OF LIABILITY**
- 12.1 NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, CORODATA SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER UNDER ANY THEORY OF LIABILITY FOR ANY CLAIM BASED ON THE SERVICES OR CORODATA'S RELATIONSHIP WITH CLIENT (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR THE IMPROPER RELEASE OR LOSS OF ANY SHRED MATERIALS OR CLAIMS BASED ON A BREACH OF THE PRIVACY LAWS), OR ANY DAMAGES TO CLIENT AS A RESULT OF ANY RELEASE OR LOSS, UNLESS THE CLAIM ARISES SOLELY DUE TO CORODATA'S GROSS NEGLIGENCE OR WILFULL MISCONDUCT. IN NO EVENT SHALL CORODATA BE LIABLE FOR ANY DELAY OR FAILURE IN ITS PERFORMANCE OF SERVICES CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF CORODATA, INCLUDING, BUT NOT LIMITED TO INHERENT DEFECT OF THE SHRED MATERIALS, SEIZURE OF LEGAL PROCESS, GOVERNMENTAL ACTIONS, LABOR UNREST, RIOTS, UNUSUAL TRAFFIC DELAYS, NATURAL DISASTERS, OR ACTS OF GOD. CORODATA SHALL NOT BE CHARGED WITH ANY KNOWLEDGE OF THE CONTENT OF MATERIALS PROVIDED BY CLIENT TO CORODATA FOR SHREDDING.**
- 12.2 CORODATA'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING WITH RESPECT TO THE SERVICES AND CORODATA'S RELATIONSHIP WITH CLIENT SHALL NOT EXCEED THE GREATER OF: (A) PAYMENT RECEIVED BY CORODATA FROM CLIENT IN CONNECTION WITH THE SPECIFIC SERVICES THAT GIVE RISE TO THE CLAIM; OR (B) THE AMOUNTS PAID BY CLIENT TO CORODATA FOR SHREDDING SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE CLAIM.**
- 12.3 IN NO EVENT SHALL CORODATA BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR SIMILAR TYPES OF DAMAGES, REGARDLESS OF THE CAUSE OF DAMAGES.**
- 12.4 CLIENT ACKNOWLEDGES AND AGREES THAT IT WAIVES ANY RIGHT TO PRESENT ANY CLAIM OR COLLECT ANY DAMAGES UNLESS CLIENT PRESENTS THE CLAIM IN WRITING TO CORODATA WITHIN A REASONABLE TIME AFTER CLIENT'S KNOWLEDGE OF THE CLAIM AND IN NO CASE LATER THAN THREE (3) MONTHS AFTER THE OCCURRENCE OF THE EVENT ON WHICH THE CLAIM IS BASED.**
- 12.5 ALL OF THE LIMITATIONS SET FORTH ABOVE APPLY TO ALL CLAIMS OR ACTIONS, WHETHER ORIGINATING IN TORT, CONTRACT, STATUTE, REGULATION OR OTHERWISE.**
- 13. OWNERSHIP WARRANTY.** CLIENT warrants that it is the owner, legal custodian or otherwise has the right to deliver for shredding any and all materials CLIENT provides Corodata hereunder. CLIENT agrees that, upon depositing Shred Materials in a shred container or otherwise identifying them as materials to be shredded, CLIENT has irrevocably authorized Corodata to dispose of the Shred Materials by shredding. CLIENT shall reimburse Corodata for any expenses reasonably incurred by Corodata (including reasonable legal fees and costs) by reason of Corodata complying with its obligations under this Agreement to destroy such materials in the event of a dispute or claim concerning the destruction of the materials provided by CLIENT to Corodata.
- 14. INDEMNIFICATION.** Unless caused solely by the gross negligence of Corodata, CLIENT agrees to fully indemnify, defend and hold harmless Corodata and Corodata's Affiliates and its and their officers, employees, agents or third party contractors for any and all liabilities, claims, judgments, demands, damages, actions, suits, causes of action, awards, arbitration fees, costs and expenses, reasonable attorney's fees and expenses, and any other losses and liabilities to which Corodata may be subject or that Corodata or any Corodata Affiliate may incur or suffer arising out of the Services, this Agreement or its or their relations with CLIENT or third parties pursuant to this Agreement.
- 15. BINDING NATURE AND ASSIGNMENT.** No rights, liabilities or obligations of CLIENT under this Agreement can be assigned without the express consent of Corodata, which Corodata may withhold at its discretion. Regardless of any assignment, CLIENT remains fully liable under this Agreement.
- 16. EXCLUSIVITY.** CLIENT agrees to retain Corodata on an exclusive basis at all facilities covered by this Agreement for the term of this Agreement.
- 17. ARBITRATION.** Any dispute, controversy or claim arising out of this Agreement or in connection with Corodata's Services, whether founded in tort or contract, shall be submitted to arbitration under the Commercial Arbitration Rules of the American Arbitration Association (AAA) and heard by the AAA office in San Diego, California. The award may be entered as a judgment of a court of record in the county of San Diego. Corodata and CLIENT shall share equally the cost of arbitration. The arbitrator may not vary, modify or disregard the provisions contained herein, including those respecting the limitation of liability of Corodata.
- 18. MISCELLANEOUS.** This Agreement, including any applicable Schedule A, Proposals, or Estimates, constitutes the entire agreement between the parties and supercedes any prior agreements, arrangements and understandings, whether oral or written between the parties. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. This Agreement may be amended only by an amendment in writing signed by CLIENT and Corodata. Every provision of this Agreement is intended to be severable. If any provision of this Agreement is declared invalid, illegal or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision valid, legal, and enforceable. The remaining provisions of this Agreement shall remain in effect. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Without limiting the foregoing, any CLIENT Purchaser Orders are for CLIENT's internal purposes only, are superseded by this Agreement, and shall not be legally binding upon or enforceable against Corodata. Notices shall be deemed to have been given on the second day after mailing if mailed by U.S. First Class Mail. Notice of any change of address of CLIENT must be given by CLIENT to Corodata, in writing and acknowledged in writing by Corodata on the following monthly statement. Corodata is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Corodata under this Agreement.

Customers Initials