



Illinois Valley Document Destruction, LLC

3650 N 2975th RD

Peru, IL. 61354

815-224-8516 ext.24

IVDocumentDestruction@gmail.com

Purge Service Agreement

Company: Town of Cortland

Location: 59 S. Somonauk Rd., Cortland, IL. 60112

Billing Address: PO Box 519, Cortland, IL. 60112

Contact: Julie Abraham

Phone: 815-756-9041

E-mail: jabraham@cortlandil.org

Scope of Services:

Provide Shred Day services on 7-16-2022 at 100 S. Llanos St., Cortland, IL. 60112

\$600 for 2 men and 2 trucks (1 mobile shredder, 1 panel truck) for 4 hours.

\$100/hour for each additional hour.

\$70 for each 95 gallon tote that is shred.

We'll take the leftover cardboard boxes.

This proposal includes shredding of approximately 50 boxes of documents before the community mobile shred.

We'll provide a Certificate of Destruction for the approximately 50 boxes shred beforehand.

Subject to terms and conditions listed on page 2 of this agreement.

Signature of Acceptance: _____ Date: _____

The undersigned individual signing this agreement on behalf of the customer acknowledges that he/she has read and understands the terms and conditions of this agreement listed on the second page of this agreement, and has the authority to sign on behalf of the customer.

Representative of Illinois Valley Document Destruction, LLC

Date: _____

TERMS AND CONDITIONS

1. **Document Destruction Services.** Illinois Valley Document Destruction, LLC (IVDD) will: (i) collect the Customer's paper and other agreed upon materials ("CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) IVDD will provide Customer with a Certificate of Destruction if requested by Customer. (iv) IVDD will recycle or otherwise dispose of the CCM. (v) Customer shall not include any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe in the CCM.
2. **Pricing, Payment Terms.** Customer shall pay to IVDD the invoice set forth on page 1 ("Service Fee's") Customer agrees to pay the invoice due immediately upon completion of the service and in any event no later than fourteen (14) days thereafter. Any payments not received by IVDD when due will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. Customer shall be responsible for any and all applicable taxes. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the Services after IVDD has arrived at Customer's location on the scheduled shredding date.
3. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) IVDD *may*, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of *any* surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for IVDD.
4. **Limitation of liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. IVDD's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by IVDD from Customer under the Agreement.
5. **Confidentiality.** Customer agrees to not disclose to any third parties IVDD pricing, policies and procedures. IVDD will keep confidential all CCM and any other confidential information provided to IVDD in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to IVDD in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to IVDD free of any obligation to keep it confidential prior to receipt of the same from Customer, **except as required by relevant law.**
6. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.
7. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of IVDD (d) IVDD's relationship with Customer is that of an independent contractor and nothing in this Agreement shall be construed to designate IVDD as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall be resolved in the Circuit Court of LaSalle County, Illinois which shall be the only appropriate form for the resolution of disputes hereunder. (f) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon IVDD unless agreed to by IVDD in writing.

IVDD
Initials _____

Customer
Initials _____