

Service Agreement

PO Box 214, Frederick, OK 73542 Phone: 580.335.1464

Customer/Facility Name: Mangum Regional Medical
Center

Address: 1 Wickersham Dr.

City/ST/Zip: Mangum, OK, 73554

Phone: 580.782.3353

Facility Contact Name: Kelley Martinez

Facility Contact Email: kmartinez@chmcok.com

Billing Contact Name: Jennifer Dryer

Billing Contact Email: ap@mangumregional.org

Billing Address:

Comments/Special
Instructions _____

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SERVICES REQUESTED

Requested Service Start Date: 5/5/25

Requested Service Frequency: Monthly

Facility Hours of Operation: Daily

Number of Requested Bins: 17

Fee Per Bin: \$57.00

Bulk Services Available on request with fees to be determined.

Terms and Conditions

By signing below, I acknowledge the data and selections from pages 1 and 2 and that I am customer's authorized agent and that I have the authority to bind customer to this agreement. Customer agrees to be bound by the Terms and Conditions (pages 3, 4, 5 and 6) hereof and comply with Greatest Of All Time Shredders- THE GOATS, LLC Service Agreement, all of which are integral parts of this agreement.

Authorized Agent

Signature:

Printed
Name: _____

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- 1) **Greatest Of All Time Shredders – THE GOATS, LLC** a) On the terms and conditions contained herein, Greatest Of All Time Shredders- THE GOATS, LLC, (hereinafter referred to as “THE GOATS”) shall collect, transport, and destroy all documents generated and made available by Customer during the term of this agreement. THE GOATS may refuse items as needed.
- 2) **TERM AND TERMINATION** The term of this Agreement shall be 36 calendar months following the month in which the Service Agreement is signed. This agreement shall automatically renew at the end of the initial 36-month period, in three-year increments. Any changes to this agreement must be made in writing prior to renewal date. Any request for termination by either party must be given at least 90 days prior to the renewal date. In the event of an early termination, THE GOATS reserves the right to charge an early termination fee. This fee shall not exceed 10% of the estimated remaining contract value. The minimum charge for an early termination shall be no less than \$200.
- 3) **PRICING AND PAYMENT** Invoices will be emailed to the Customer. Customer agrees to pay fees to THE GOATS as set forth and selected in the section entitled “SERVICES REQUESTED” (the “Fees”) of this Agreement. THE GOATS shall provide Customer with monthly invoices that are due net 45 days. THE GOATS reserves the right to impose a late charge equal to the lesser of 10% per month or the maximum rate permitted by law on overdue invoices. Customer shall bear any costs that THE GOATS may incur in collecting overdue amounts from Customer, including but not limited to, reasonable attorneys’ fees and costs. Should any amounts due pursuant to this Agreement remain unpaid from more than 30 days from the date of the first invoice, THE GOATS shall have the option, without notice to Customer, to suspend service under this Agreement until the overdue amounts are paid.
- 4) **SURCHARGE** THE GOATS may, in addition to the fees described in this Agreement impose a surcharge in the event the cost of fuel or the cost for destruction and disposal from THE GOATS increases during the term of this Agreement.
- 5) **INDEPENDENT CONTRACTORS** THE GOATS relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate THE GOATS as an employee, agent or partner of Customer or a being engaged in a joint venture with Customer.

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- 6) **INDEMNIFICATION** (a) THE GOATS shall indemnify and hold Customer harmless from any liabilities, claims, actions or costs arising from the willful misconduct of THE GOATS in the performance of its obligations, as long as Customer notifies THE GOATS in writing within 30 days after Customer becomes aware of the existence of any claim requiring indemnification and give THE GOATS authority to defend or settle in its discretion, and Customer does not in any way compromise the claim for which indemnification is sought, (b) Customer shall indemnify and hold harmless THE GOATS and its officers, directors, and employees from any liabilities, claims, actions or costs arising from negligence or willful misconduct of the Customer (including but not limited to Customer's failure to properly secure, contain or otherwise prepare any documents for destruction) as long as THE GOATS notifies Customer in writing within 30 days after THE GOATS becomes aware of the existence of any claim requiring indemnification. The foregoing indemnity obligations include attorney's fees and costs.
- 7) **EXCLUSIVITY** Customer agrees to use no other Document Destruction service or method during the term of this Agreement or any extension terms.
- 8) **EXCUSE OF PERFORMANCE** THE GOATS shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines or orders of any governmental body or instrumentality thereof.
- 9) **AMENDMENT AND WAIVER** No waiver by either party of any term or condition of this Agreement shall be effective unless in writing signed by the waiving party. No amendment or modification of this Agreement shall be valid unless signed by both parties.

- 10) **NOTICES** All required notices, or those which the parties may desire to give under this Agreement, shall be in writing and sent to parties as set forth in this Agreement.
- 11) **ORIGINALS** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which when taken together shall

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constitute one and the same agreement. A copy or facsimile of this Agreement shall be as effective as the original.

12) COMPLIANCE WITH LAWS THE GOATS hereby agrees to carry General Liability, Automobile Liability, and Workmen's Compensation Insurance as required by applicable state law, and to otherwise comply with all federal and state laws, rules, and regulations applicable to its performance hereunder. Customer hereby agrees to comply with all federal and state laws, rules, and regulations applicable to its handling of Document Destruction and to its performance under this Agreement, including, without limitation, all applicable record keeping and documentation.

13) ENTIRE AGREEMENT AND ASSIGNABILITY This Agreement, including any attachments exhibits or amendments made in accordance with the terms of this Agreement, constitutes the entire understanding and agreements of the parties with respect to the subject matter of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, legal representatives and heirs of the parties hereto; provided, however, that the Customer may not assign its rights or delegate its obligation under this Agreement without the prior written consent of THE GOATS. Time is of the essence of this Agreement.

14) SHRED BINS Customer may be supplied Shred Bins (unless otherwise noted). Cabinets shall be locked at all times. Keys to bins will not be supplied by THE GOATS unless otherwise agreed upon. Shred Bins are the property of THE GOATS. In the event Customer damages, destroys, loses, modifies property (in anyway which may deface or devalue property), or any event in which the bin is stolen, damaged, destroyed, lost, or modified by another party;

Item 14 continued on page 6

Item 14 continued from page 5 Customer shall be responsible for the cost or replacement of property. THE GOATS reserves the right to charge the customer full replacement cost determined at the time of event. The maximum charge for replacement shred bin is \$325

15) PERMISSION TO DESTROY Customer agrees THE GOATS has the right to destroy all material within THE GOATS bin locked at any time and that the Customer has the rights to authorize the destruction of said documents.

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16) CONSUMER PRICE INDEX Commencing on January 1 after the first annual anniversary of the signing of the service agreement, and continuing annually on January 1, the rates charged for services under this service agreement may be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, All Items, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "CPI") (<http://www.bls.gov/news.release/cpi.t02.htm>) shall have increased during the preceding twelve months.

17) SUSPENSION OF SERVICE If any charge owing by Customer under this or any other agreement for services is 45 days (as detailed in section 3) or more overdue, THE GOATS may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, THE GOATS will give Customer at least 5 days' prior notice that its account is overdue before suspending

Customer agrees to be bound by the Terms and Conditions (pages 3, 4 ,5 and 6) hereof and comply with Greatest Of All Time Shredders- THE GOATS, LLC Service Agreement, all of which are integral parts of this agreement. Furthermore, I acknowledge I have read and understand these terms and conditions.

Authorized
Signature_____

Printed _____ Name _____ and _____
Title _____
-
Date _____