

Silverback Service Agreement



SILVERBACK
SHREDDING SERVICE
THE DOCUMENT DESTRUCTION COMPANY

Customer Information

Sold to location:

Company Name: City of Willow Park Tel 817.441.7108 Fax _____

Address: 120 El Chico Trail Suite A Ste. A

City: Willow Park State TX Zip 76087

Are invoices paid at this location: yes no Same as: _____ Bill to _____ Payer

* City Hall 120 El Chico Trail, Suite A Willow Park, TX 76087

* Police Dept 101 W. Stagecoach Tr. Willow Park, TX 76087

Address: _____ Ste. _____

City: _____ State _____ Zip _____

Contacts

Decision Maker: Crystal Dozier Tel 817.441.7108 email cdozier@willowpark.org

Alternate: _____ Tel _____ email _____

Automatic Service

_____ on site _____ off site

Security consoles _____ standard console (Qty) _____ 64 gal _____ 95 gal

Other _____ (Qty) _____

Service Frequency Every _____ 1 _____ 2 _____ 4 week (s), or _____ wk Other _____

Service Fees

Flat rate: \$155 includes: _____ per unit rate: _____

Extra material rate: _____ Banker Box \$ _____ Binder Box \$ _____ File Drawer \$ _____

_____ Hard Drive _____ small _____ large \$ _____ Media _____ small _____ large \$ _____

Other: 1 64 gal. per location

Invoice Details

Invoice type: _____ local Consolidated -Billing Date: _____

Payment Method: _____ -check _____ E.T.F. (attach info) _____ Visa _____ MC _____ Amex

_____ PO # required _____ Blanket _____ Per Service

Company Billing email

address: _____ ffff _____

Notes: _____

Tax Type: (attach certificate) _____ Exempt Service Cert. _____ Resale Cert. _____ Direct Buy Cert.

I have read and agree to the Terms and Conditions on reverse:

Company _____

Signed _____

Print Name _____

Position _____

Date _____

Silverback Shredding

Signed Shelly Vinzant

Print Name Shelly Vinzant

Position owner

Date 11-14-2023

Terms and Conditions

Company will provide containers and collection of all customer's confidential documents as herein provided. Confidential Information includes any information relating to the customer's property, business, and affairs. Unless such confidential information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purpose provided in this agreement.

The service charge is used to help Company pay various current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred in the future by Company.

This agreement is effective as of the date of the first invoice and shall remain in effect for ~~(60)~~¹² sixty months from the date of first invoice. This agreement shall automatically renew for the same term unless the company is notified in writing (60) sixty days in advance of the expiration of the current term. Price listed on service agreement is based on the number of containers quoted and frequency of service. Company has the right to increase prices and/or service charges and/or minimum charges. Notice may be in the form of invoice. The customer has the right to reject these increases. If customer rejects increase, Company has the right to terminate this Agreement. The customer certifies that the Company is in no way infringing upon any existing contract between the Customer and another service provider.

Additional containers and services can be added to this Agreement and shall automatically be a part of and subject to the terms hereof. If this agreement is terminated before the full term, the parties 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 applicable expiration date for any reason other than for documented quality of serve 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 and not as a penalty, 50% of the average invoice total multiplied by the number of invoices remaining in the unexpired term. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination, up to and including the charges for servicing the Customer on the last pick-up. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under both the laws of the state where customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. Any dispute arising under this agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located. This agreement and any arbitration resulting there from shall be exclusively governed by the laws of the state where the customer is located and applicable federal laws.

All consoles and containers remain the property of Company. The customer agrees to use said consoles and containers solely for disposal of confidential material. In the event that the consoles and containers are lost, damaged or destroyed by any means, the Customer will pay for said consoles and containers at the then current replacement values.

Company will deliver the highest quality of shredding service. Any complaints about the quality of services which have not been resolved in the normal course of business must be sent by registered letter to the Company's General Manager. If the company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all containers are paid for at the then current replacement values or returned to the Company in good and usable condition.