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PO Box 243  
Collinsville MS 39325



# MAGNOLIA SHREDDING

601-909-3026

This Secure Shredding Services and Support Agreement ("Agreement") between Magnolia Shredding, LLC. And Madison County Board of Supervisors ("Customer") is effective February 1<sup>st</sup> 2024.

Customer Information:

Address: 125 West North St.

City: Conaton State: MS Zip: 39046

Contact Name: Mr. Drew Ridinger

Email: [drew.ridinger@madison-co.com](mailto:drew.ridinger@madison-co.com)

Billing (if different):

Phone: 601-790-2590

Fax: \_\_\_\_\_

The undersigned, its successors, and assigns ("Customer") orders from Shred Magnolia Shredding or any of its subsidiaries, successors, and assigns ("Company") all of the customer's information destruction service requirements during the term of this agreement, all in accordance with the pricing, terms, and upon conditions contained herein.

Service	Service Code	Item	#	Service Frequency	Price	Billing Frequency
Shred Event				One Time	\$1,500	Rendered

Magnolia Shredding will provide all equipment and labor for on-site secure document shredding for a Shred Event on March 23rd for \$1,500.

Magnolia Shredding does not charge a FSC, Environmental Surcharge, or labor.

Terms and Conditions:

1. Liability. Magnolia Shredding is not responsible or liable in any manner for the contents of any item provided to it for shredding and shall have no liability for the shredding of materials pursuant to Customer's direction. Magnolia Shredding's maximum liability for any and all claims arising with respect to any particular services performed hereunder shall not exceed the aggregate amount Customer paid for the particular service during the one (1) month preceding the event which gives rise to the claim. Magnolia Shredding's liability shall be limited to direct damages, and in no event and under no legal theory, including tort, contract, or otherwise, shall Magnolia Shredding be liable for any indirect, special, incidental, or consequential damages (including loss of profits) even if advised of the possibility of such damages.
2. Force Majeure. Each party shall be excused from any delay of failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control.
3. Compliance with Regulations, Laws and Contracts. Customer 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 material delivered to Magnolia Shredding. Customer shall reimburse Magnolia Shredding for any reasonable costs, fees or expenses (including reasonable attorney's fees) incurred by Magnolia Shredding in litigation which Magnolia Shredding becomes involved solely because it is shredding materials for customer.

4. Hazardous Matter. Customer shall not deliver to Magnolia Shredding any material considered dangerous or toxic or which is regulated under any federal or state law or regulation relating to hazardous materials.

5. Additional Services. This Agreement sets forth the complete terms and conditions for the services listed above. Magnolia Shredding realizes that during the normal course of the service program, Customer may have additional boxes to shred other than what is included within shredding containers. Should this situation arise during routine service, Magnolia Shredding will shred additional boxes, and the entire additional amount will be invoiced at the Customer's specified purge rate per tip. Customer may add or remove services at any time and such services shall be governed by the terms and conditions of Magnolia Shredding's standard Customer Agreement. ~~Customer will be invoiced \$25.00 if Magnolia Shredding attempts to and is unable to service Customer during normal business hours without prior notification from Customer. (Initial Here \_\_\_\_\_) \$\_\_\_\_\_ minimum charge per \_\_\_\_\_.~~

6. Term and Payment. The Agreement shall continue in effect for 12 months, with automatic renewal for successive 12 month terms, unless written notice of non-renewal is delivered by either party to the other within 60 days of expiration date. Magnolia Shredding guarantees the highest quality document security service at all times. Any complaints not resolved during the normal course of business should be presented to the general manager via certified letter. If the complaint is not solved within a reasonable period of time, Customer may then terminate service with Magnolia Shredding. Invoiced when service is rendered. Net due upon receipt.

Name	Title	<u>Shana Lafferty</u> Magnolia Shredding
Signature	Date	<u>1/12/2024</u> Date