

Purchasing Department
Madison County Board of Supervisors
146 West Center Street
Canton, Mississippi 39046

601-855-5503
hardy@madison-co.com

1 April 2015

District 1 Supervisor John Bell Crosby
District 2 Supervisor John Howland
District 3 Supervisor Gerald Steen
District 4 Supervisor Karl Banks
District 5 Supervisor Paul Griffin

Subject:

- (1) Approve Madison County co-sponsoring Household Hazardous Waste Day in Ridgeland and three associated contracts
- (2) Approve Madison County co-sponsoring Recycle and Take-Back Day in Madison and one associated contract

Gentlemen:

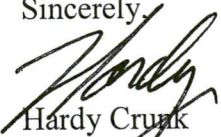
In recent years Madison County has applied for and received grant funds from the Mississippi Department of Environmental Quality to co-sponsor Household Hazardous Waste Day conducted by the City of Ridgeland. Ridgeland has planned and managed the annual event while Madison County has used the grant funds to pay three vendors who provide disposal services for the event.

Ridgeland Public Works Director Mike McCollum has requested that Madison County again this year co-sponsorship the event by using grant funds available from MDEQ. Madison County has been awarded \$62,000 in Household Hazardous Waste grant funds.

The City of Madison is also holding a hazardous waste event this year entitled Recycle and Take-Back Day. Tona Becker, who is coordinating the event for the City of Madison, has requested that Madison County cover the cost of one disposal vendor.

I recommend that Madison County co-sponsor both events by expending its grant funds to cover the costs of Madison's disposal vendor and Ridgeland's three disposal vendors. I also recommend that the Board approve the four attached contracts with Care Environmental Corp., Magnolia Data Solutions, Inc., and Shred-It (two contracts) and authorize the board president to execute same.

Sincerely,


Hardy Crunk
Purchasing Clerk

Hardy Crunk

From: Christopher Lumaghini <christopher@magnoliadatasolutions.com>
Sent: Thursday, February 26, 2015 8:02 PM
To: Hardy Crunk
Cc: Wendy.Bourdin@Ridgelandms.org
Attachments: Madision County HHW Event 2015.docx

Good Evening Mr. Hardy,

Ms. Bourdin Has requested I forwarded our current agreement to you for our participation in your annual Hazardous waste day event. Please see the attached and if there is any language that needs to be edited/removed please let me know.

Please confirm receipt when possible.

Thank You,

Christopher Lumaghini
Magnolia Data Solutions, LLC
160 Fairbanks St
Jackson, MS 39202
601-919-0062 Office
601-701-4702 Direct
601-510-9094 fax

Part Of The Solution Not The Problem
www.MagnoliaDataSolutions.com

R2:2013, ISO14001 & OHSAS 18001 Certified

CONFIDENTIALITY NOTICE:

This transmission may contain information which is confidential and/or legally privileged. The information is intended only for the use of the individual or entity named on this transmission. If you are not the intended recipient, you are hereby notified that any disclosure, copying, or distribution of the contents of this transmission is strictly prohibited. If you have received this transmission in error, please immediately notify me by return e-mail and destroy all copies of the original message.



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For more information on Responsible Recycling (R2) <http://www.r2solutions.org/>



Care Environmental Corp.sm

2015 HOUSEHOLD HAZARDOUS WASTE COLLECTION AGREEMENT

This Agreement is entered into this 5th day of March, 2015, by and between Madison County (hereinafter "Community"), and Care Environmental Corp (hereinafter "Care Environmental").

Community and Care Environmental hereby agree as follows:

1. On May 16, 2015, Care Environmental shall have present trained personnel, supplies, equipment to handle, containerize, label, load and transport all collected household hazardous material for disposal in a manner which conforms to state and federal laws and regulations.
2. The Community agrees to pay Care Environmental for services listed in accordance to the attached pricing schedule. Community agrees to pay Care Environmental within thirty (30) days upon receipt of invoice.
3. The Community shall provide a person in charge to direct traffic and to maintain order throughout the collection program.
4. Care Environmental shall accept only household hazardous waste for transportation and disposal from those individuals who are approved by the Community Coordinator in such amounts as are approved by the Community Coordinator.
5. Care Environmental shall be deemed to be the ("generator" and take "title") of all Wastes accepted throughout the collection program.
6. Care Environmental shall transport for disposal all waste which is collected. Such waste will be transported to a licensed facility for processing. Care Environmental will perform all services under this agreement in a safe, efficient, professional and lawful manner.
7. Care Environmental represents that it shall possess on the day of collection:
 - a. A valid EPA Identification number for generation and transportation of hazardous wastes;
 - b. A valid state transporters license and vehicle identification device for each vehicle for transportation of hazardous wastes;
 - c. All insurance coverages listed in the insurance.

Corporate Office

10 Orben Drive
Landing, New Jersey 07850
973-398-5100 • Fax-973-361-5550
Transportation
EPA ID# NJR
000032391

Georgia Office

714 Gil Harbin Industrial Blvd.
Valdosta, GA 31601
229-242-6565 • Fax-229-242-6590
Processing & Storage
EPA ID# GAR
000035899

Florida Office

11108 Cherokee Drive
St. Petersburg, Florida 33708
727-392-6000 • Fax-727-392-6506

Maryland Office

3400-A Brown Station Road
Upper Marlboro, Maryland 20774
301-574-2277 • Fax-301-574-2552

Virginia Office

14811 Dumfries Road
Manassas, VA 20112
703-794-9221 • Fax-703-794-8522

8. Care Environmental Corp. may assign its rights including its rights to receive the proceeds of this contract and delegate its obligations hereunder to such third party as it may designate.
9. The Community represents and warrants that execution of this Agreement by the signatory below has been duly authorized and is in conformance with applicable provisions of state and local law.
10. Any notice or other communication given under this Agreement shall be in writing and mailed or delivered as follows:

To Community:

Madison County
P.O. Box 608
Canton, MS 39046
Attn: Hardy Crunk, Purchase Clerk
601-855-5503

To Care Environmental:

Care Environmental Corp.
4999 Carolina Forest Blvd
Suite 21
Myrtle Beach, SC 29579
ATT: Francis J. McKenna, Jr., President
(800) 494-CARE- (2273)

11. The validity, interpretation and performance of this Agreement shall be in accordance with the laws of The State of Mississippi.
12. IN WITNESS WHEREOF, the parties hereto execute this Agreement by their duly authorized representative.

Madison County

Signature: _____
By: Karl M Banks
Title: Board President
Date: 6 April 2015

Care Environmental Corp.

Signature: _____
By: Francis J. McKenna, Jr.
Title: President
Date: 3/5/15

PRICING PAGE
Ridgeland, MS/Madison County

1. Mobilization / Demobilization	
Cost (per event)	\$2,000.00
2. Transportation / Disposal	
A. Aerosols	\$400.00 cubic yard box
B. Corrosives	\$1.40 per pound
C. Oxidizers	\$1.40 per pound
D. Poisons (liquids/solids)	\$1.40 per pound
E. Flammable (liquids/solids)	\$400 per cubic yard box
F. Flammable Liquids (bulk)	\$220.00 per 55gal drum
G. Oil (bulk)	\$220.00 per 55 gal drum
H. Dry cell Batteries	\$1.40 per pound
I. Antifreeze	\$220.00 per 55 gal drum
J. Pesticides(liquids/solids)	\$1.40 per pound
K. Computers/Equipment	\$300.00 cubic yard box



CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address:
Jackson, 5530 Industrial Road, Jackson, MS, 39209, USA

Client Information

Sold To Location:

Company Name: Madison County ~~Community Event~~

Tel: 6018532027

Fax:

Address:

City:

State:

Zip:

Purge Service

Collection "C" or Dock Stop "D" Service	Description	Container Type	Service Type	Quantity	Unit Price
C	Purge - Paper	Per Minute	On-site	240	\$5.00

Minimum Charge: \$ 1,200.00 per stop Includes (Additional Price per Unit Above):

Price Per Unit

Bankers Box (12" x 10" x 15"): \$

Media: Small N/A or Large N/A \$

Copy Box: \$

Media Type:

File Drawer (15" x 10" x 24"): \$

Blue Bag: \$

Hard Drive: Small N/A or Large N/A \$

Other (describe): \$300.00 per hour

Notes: 4 Hour Minimum Event Time requirement

Payment Details

Payment Method: (do not collect credit card information, branch will follow up)

PO# Required: N/A

PO#:

Blanket: N/A

Tax Type: (check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it General Manager. If Shred-it 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 Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page: I agree.

Shred-it USA LLC. ("Shred-it")

Company: Madison County ~~Community Event~~

Signed: Tiffany Greene

Signed (Authorized Signature):

Print Name: Tiffany Greene (Mar 16, 2015)

Print Name: Karl M Banks

Position: Inside Sales Executive

Position: Board President

Date: Mar 16, 2015

Date: 8 April 2015

V2 08/ /

Terms & Conditions of Shred-it Customer Service Agreement

1. **Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
2. **Shred-it Services.** Shred-it will provide the following services to Customer:
 - (a) Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process").
 - (b) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - (c) An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - (d) Shred-it will recycle or otherwise dispose of the CCM.
3. **Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
4. **Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
5. **Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it 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. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
6. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
7. **Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
8. **Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental 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 Shred-it.
9. **Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
10. **Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it'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 Shred-it from Customer for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
11. **Setoff.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
12. **Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
13. **Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
14. **Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in Writing, attached hereto, and signed by both parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute 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 the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.

ELECTRONICS RECOVERY AND DISPOSAL SERVICES AGREEMENT

This Electronics Recovery and Disposal Services Agreement ("Agreement"), dated effective as of the last date of signature hereto ("Effective Date"), is entered into by and between **MAGNOLIA DATA SOLUTIONS, LLC**, a Mississippi limited liability company, its subsidiaries and affiliates (collectively, the "Company") and the undersigned customer (the "Customer"), each individually referred to as "Party" or collectively as the "Parties."

Customer desires to engage the Company to provide certain recovery, disposal and/or recycling services to Customer. The Company and Customer desire to establish the terms and conditions pursuant to which such services will be provided.

Accordingly, the Parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. **Services.** The Company will provide Customer with electronic asset recovery, destruction, disposal and/or recycling services (the "Services") as more particularly described on a statement of work substantially in the form of Exhibit A hereto and incorporated herein by this reference (the "Statement") to be executed by the Parties prior to each transaction. Company will perform the Services for Customer's functional, non-functional, decommissioned and end-of-life electronic equipment, including, but not limited to, computers, servers, monitors, televisions, routers, modems and peripheral devices (collectively, the "Equipment") and various electronic components, sub-assemblies and other equipment parts (collectively, the "Components" and together with Equipment, the "Electronic Waste") on an as needed basis; provided, however, that the Company reserves the right to reject any request for Services in its discretion due to: (i) failure of the Customer to comply with Company requirements, (ii) Customer having any account payable to Company aged over 30 days, (iii) Customer shipping Electronic Waste of a type or character materially different from the type normally handled by Company, or (iv) contamination of Customer's Electronic Waste. For purposes of this Agreement, Customer's Electronic Waste will be deemed contaminated if Company, in its discretion, determines that the Electronic Waste contains chemicals, biological agents, or other substances that are not integral to the original Electronic Waste or otherwise associated with normal office or household environments or if Environmentally Sensitive Materials (defined below) are found to be physically damaged, broken, or leaking through no fault of the Company (collectively, the "Contaminated Waste"). The terms and conditions of any Statement, purchase order, or any other document submitted by Customer which conflicts with or in any way purports to amend any of the terms and conditions of this Agreement are hereby specifically objected to by the Company and shall be of no force or effect.

2. **Fees; Payment Terms.** Company will pay to Customer or invoice Customer for, as applicable, any net amounts due as set forth in a Statement. Customer shall pay Company the invoiced amount within 30 days of the date listed on the invoice. A late fee in the amount of 1% per full or partial month will be applied to all balances not paid by Customer by the due date. Company shall assess an additional fee of \$40, or such other amount as is permitted by law, for any check returned for nonpayment. Customer shall pay Company all amounts due, including disputed amounts, by the due date regardless of the status of any objection. Customer must

provide Company written notice of any objection within sixty (60) days of the date of an invoice or Customer shall be deemed to have waived any objection..

3. **Term; Termination.** The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. This Agreement shall automatically renew for successive one-year periods. Either Party may terminate this Agreement for any reason or no reason upon thirty (30) days' prior written notice. Upon termination, Customer shall be responsible for payment to the Company for (a) all Services performed through the date of termination; (b) all materials purchased by the Company for the Customer; (c) all administrative costs associated with the termination of this Agreement; and (d) all reasonable demobilization fees.

4. **Company's Obligations.** The Company shall: (a) except as otherwise set forth herein, be solely responsible for the performance, supervision and direction of the Services; (b) except for Electronic Waste packaged by Customer, properly package the Electronic Waste in compliance with all federal, state and local laws, statutes, rules, regulations and ordinances in effect or subsequently enacted concerning or relating to the protection of human health and/or the environment, including Superfund and any similar law (collectively, the "Environmental Laws") and create a pre-shipment inventory of all Electronic Waste packaged; (c) except for Electronic Waste delivered to Company by Customer, properly load, transport, store and dispose of Electronic Waste in compliance with all Environmental Laws; (d) ensure that it and its subcontractors comply with all applicable Environmental Laws and prevent shipping of any Electronic Waste that contains elements, compounds or other materials defined as toxic, reactive, corrosive or otherwise hazardous by the U.S. Environmental Protection Agency regulations (typical Environmentally Sensitive Material parts include, but are not limited to, all batteries (lead, cadmium, lithium), glass from cathode ray tubes (lead), LCD fluorescent bulbs (mercury), and electronic components/cards (antimony, cadmium, lead) (the "Environmentally Sensitive Materials") to solid waste (non-hazardous waste) landfills or incinerators for disposal or energy recovery; (e) not export Environmentally Sensitive Materials from developed to developing countries for disposal; and (f) provide Customer with a certificate of destruction, as applicable, upon completion of the Services.

5. **Customer's Obligations.** Customer shall: (a) except for Electronic Waste packaged by Company, ensure that all Electronic Waste is packaged on or in pallets or other appropriate containers and stored at Customer's premises in accordance with all Environmental Laws, ensure that the Electronic Waste so packaged and stored does not contain any Contaminated Waste, and ensure that a pre-shipment inventory listing of all Electronic Waste for each pallet or container shipped and related bill of lading is properly prepared; (b) except for Electronic Waste picked up by Company, ensure that all Electronic Waste delivered by Customer to Company is properly loaded, transported, and stored in compliance with all Environmental Laws and that no Contaminated Waste is delivered to Company; (c) promptly, at its sole cost and expense, retrieve from Company's facilities any and all Contaminated Waste either packaged or delivered by Customer; (d) provide as part of each Statement an accurate and complete description of the Electronic Waste for which Company will provide the Services (the "Waste Profile"); (e) retrieve whatever information it needs from any hard drive or any other data-

storage medium prior to transfer of the Electronic Waste to Company; (f) fulfill all other obligations to Company set forth elsewhere in this Agreement and any Statement.

6. **Relationship of the Parties.** Each Party acknowledges and agrees that each is an independent contractor in performing its obligations under this Agreement, and this Agreement will not be construed to create a partnership, joint venture or employment relationship between the Parties. Each Party agrees that all its employees or subcontractors assigned to perform under this Agreement are, for all purposes, employees and/or subcontractors of the hiring Party, and not employees or agents of the other Party.

7. **Confidentiality.** It may be necessary or desirable for the Parties to disclose to each other information, including, but not limited to, pricing information, cost, analyses, process methodology, internal audits, financial information, trade secrets, identity of downstream service providers, general proprietary information, and other information disclosed by either Party to the other in writing and marked "confidential" or "proprietary" or other similar legend, that the disclosing Party regards as confidential (collectively, "Confidential Information"). Each Party shall use Confidential Information only for purposes of this Agreement and shall not disclose Confidential Information to any third party without the other Party's prior written consent. Disclosure to employees shall only be made on a need-to-know basis. Each Party agrees to take all appropriate action and to utilize the same effort to safeguard Confidential Information as each utilizes to protect its own similar information.

8. **Indemnification**

a. **Company.** Company will indemnify, defend and hold Customer and its officers, directors, employees and agents harmless from any loss, damage, claim, demand, suit, liability, civil penalties (including removal and remedial costs), cost or expense (including, without limitation, fines, penalties and reasonable attorneys' fees) arising out of or resulting from any claims of any type, kind or character arising out of or related to (1) the Company's performance (or failure to perform) its obligations under this Agreement or any Statement and (2) Company's gross negligence or willful misconduct occurring while providing the Services.

b. **Customer.** Customer will indemnify, defend and hold Company and its officers, directors, employees and agents harmless from any loss, damage, claim, demand, suit, liability, civil penalties (including removal and remedial costs), cost or expense (including, without limitation, fines, penalties and reasonable attorneys' fees) arising out of or resulting from any claims of any type, kind or character arising out of or related to (1) Customer's performance (or failure to perform) its obligations under this Agreement or any Statement; (2) Customer's failure to provide clear title to the Electronic Waste to Company; (3) Customer's packaging, transportation, or delivery of Contaminated Waste; (4) Customer's failure to provide an accurate waste profile in the Statement or otherwise; (5) Customer's gross negligence or willful misconduct occurring while performing any and all transactions contemplated by this Agreement.

9. **Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR SPECIAL,

PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF CAPITAL, LOST PROFITS OR BUSINESS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. **Non-Circumvention.** Customer acknowledges that in reliance upon this Agreement, the Company will expend considerable efforts in connection with the Services to be performed by Company on behalf of Customer (the "Business Relationship"), and will provide Customer with access to Confidential Information and will introduce Customer, directly or indirectly, to certain of the Company's subcontractors, vendors, suppliers or other parties with whom the Company conducts business (the "Restricted Parties"). Customer agrees that Customer shall not, directly or indirectly, on behalf of any person or business, circumvent any business opportunity of the Company or solicit, contact, or call upon (a) any Restricted Parties during the term of the Business Relationship and for a period of two (2) years after the termination hereof, (b) any Restricted Parties which previously engaged the Company to provide services during the one (1) year period immediately preceding termination of the Business Relationship, or (c) any Restricted Parties with whom the Company has initiated discussions or is actively negotiating an agreement to provide services at the time of termination of the Business Relationship, or any representative of the same with a view toward selling or providing any service or product competitive with any service or product sold or provided by the Company during the Business Relationship.

11. **Title; Risk of Loss.** Title to and ownership of the Electronic Waste will remain vested in Customer until it is (a) delivered to Company's facilities, if Customer bears the responsibility of transporting the Electronic Waste or (b) loaded onto trucks at Customer's Facilities, if Company bears the responsibility of transporting the Electronic Waste. The risk of loss shall transfer with title. Notwithstanding the foregoing, title to Contaminated Waste does not transfer to Company, unless and until, the Company expressly consents in writing to accept title to Contaminated Waste.

12. **Insurance.** Company shall purchase and maintain, at its own expense and at all times during the term of this Agreement, insurance of the following types and amounts: (a) commercial general liability, with limits of insurance of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate; (b) business automobile liability, with limits of at least \$1,000,000 per occurrence, including coverage for liability arising out of all owned, leased, hired and non-owned automobiles; and (c) workers' compensation and unemployment insurance in such amounts and upon such terms as is required by law. Company shall provide certificates of coverage upon request. The Parties mutually waive their respective rights of subrogation.

13. **General.**

a. **Notices.** Any notice, request, instruction or other communication to be given under this Agreement will be in writing and will be: (a) delivered personally; (b) sent by Federal Express or other similarly reputable overnight courier; or (c) transmitted by facsimile, to the addresses and/or facsimile numbers set forth on the signature page of each Party hereto or to another address as either Party may indicate by notice delivered to the other Party in accordance

with the provisions of this Section. Notices will be deemed given: (x) if delivered personally, at the time delivered; (y) if sent by Federal Express or other similarly reputable overnight courier, at the time sent; or (z) if transmitted by facsimile, at the time when receipt is confirmed by the sender or sending facsimile machine.

b. **Governing Law; Designation of Forum.** This Agreement shall be deemed to have been executed and entered into in the State of Mississippi, and this Agreement, and its formation, operation, and performance shall be governed, construed, performed, and enforced in accordance with the substantive and procedural laws of the State of Mississippi, without regard to principles of conflicts of laws. All suits, proceedings, and other actions relating to or arising out of this Agreement shall be brought in a federal or state court of appropriate jurisdiction that presides in Hinds County, Mississippi, and venue shall lie exclusively therein. The Parties hereto consent to personal jurisdiction and venue in any federal or state court which presides in Hinds County, Mississippi, and expressly waives the right to bring action in, or to transfer or remove any action to, any other state or federal court. Each Party waives any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.

c. **Amendments.** The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

d. **Waivers.** The Parties may waive the provisions in this Agreement only by a writing executed by the Party or Parties against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition, under this Agreement, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other person.

e. **Severability.** If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each Party remain valid, binding, and enforceable.

f. **Merger.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. There are no conditions precedent to the effectiveness of this Agreement.

g. **Counterparts.** The Parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. This Agreement is effective upon delivery (by e-mail, facsimile or regular mail)

of one executed counterpart from each party to the other Party. In proving this Agreement, a Party must produce or account only for the executed counterpart of the Party to be charged.

h. **Successors and Assigns.** This Agreement binds and benefits the Parties and their respective heirs, executors, administrators, legal representatives, and permitted successors and assigns.

i. **Assignment and Delegation.** No Party may assign any of its rights under this Agreement, except with the prior written consent of the other Party who shall not unreasonably withhold, condition or delay its consent, provided, however, Company may assign its rights and delegate its duties to any successor by merger, consolidation, or sale of substantially all of its assets.

j. **Third-Party Beneficiaries.** Except as may be specifically set forth herein, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the signatories.

k. **Captions.** The descriptive headings of the sections and subsections of this Agreement are for convenience only, do not constitute a part of this Agreement, and do not affect this Agreement's construction or interpretation.

l. **Announcements.** Except as required by law, so long as this Agreement is in effect, any Party intending to make any disclosure concerning this Agreement, or the transactions it contemplates, shall provide the other Party a copy of the proposed disclosure and an opportunity to comment on it at least five business days before the disclosure. Afterwards, the disclosing Party may issue the release with the changes, if any, to which it agreed.

m. **Rights and Remedies Cumulative.** The enumeration of a Party's rights and remedies set forth in this Agreement is not intended to be exhaustive. The exercise by a Party of any right or remedy under this Agreement does not preclude the exercise of any other rights or remedies, all of which are cumulative and are in addition to any other right or remedy given under this Agreement or which may now or subsequently exist in law or in equity or by statute or otherwise.

n. **Waiver of Right to Trial by Jury.** **EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.**

[SIGNATURES ARE ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CUSTOMER:

[Madison County, MS]

By: _____

Name: KARL M Banks

Title: Board President

Date: 6 April 2015

Notice Address:

PO Box 608

Attn: Canton, MS 39046

Attn: Hardy Crunk

601-855-5503

Fax: (601) _____

(Signature Page of Customer to Electronics Recovery and Disposal Services Agreement)

COMPANY:

MAGNOLIA DATA SOLUTIONS, LLC

By: _____

Name: _____

Title: _____

Date: _____

Notice Address:

Magnolia Data Solutions, LLC

Attn: Christopher Lumaghini

160 Fairbanks St.

Jackson, MS 39202

Fax: (601) 510-9094

(Signature Page of Company to Electronics Recovery and Disposal Services Agreement)

EXHIBIT A

Statement of Work

This Statement of Work ("Statement") is incorporated by reference into and made an integral part of the Electronics Recovery and Disposal Services Agreement between Customer and Company (the "Agreement"). Capitalized terms not defined in this Statement shall have the meaning ascribed to them in the Agreement. To the extent of any conflict or inconsistency between this Statement and the terms and conditions of the Agreement, this Agreement will prevail.

Waste Profile: Electronic Equipment – Computer Towers/Desktops, printers and all other equipment needs removal. Including Hard Drive Shredding Services.

Start Date: (if applicable): May 2015 at Holmes Community College

End Date: (if applicable): Written Notification

Services to be provided: Magnolia Data Solutions, LLC will provide you with analytical, collection, management, transportation, disposal and/or recycling services for your waste materials including the complete destruction off all hard drives by means of shredding. Magnolia Data Solutions, LLC will also complete an entire inventory profile document completed on company documents which will contain all items received into our facility. Magnolia Data Solutions, LLC will also only use company employees on this project and no outside contractors will be utilized.

Pricing without detailed inventory: \$0.25/lb. with a minimum of \$750.00/per HHW Event

Who is responsible for packaging the Electronic Waste: Magnolia Data Solutions, LLC

Who is responsible for Transporting the Electronic Waste: Magnolia Data Solutions, LLC

IN WITNESS WHEREOF, the Parties have agreed to the services and pricing contained in this Statement.

Customer:	<u>Madison County, MS</u>	Company:	_____
Signature:	_____	Signature:	_____
Title:	<u>Board President</u>	Title:	_____
Date:	<u>6 April 2015</u>	Date:	_____



CUSTOMER SERVICE AGREEMENT PURGE SERVICE

Branch Address:
Jackson, 5530 Industrial Road, Jackson, MS, 39209, USA

Client Information

Sold To Location:

Company Name: ~~Shred-it~~ Madison County, Mississippi Tel: ~~601-856-7116~~ 601-855-5503 Fax:
Address: PO Box 608
City: ~~Madison~~ Canton State: MS Zip: 39046

Purge Service

Collection "C" or Dock Stop "D" Service	Description	Container Type	Service Type	Quantity	Unit Price
C	Purge - Paper	Per Minute	On-site	240	\$5.00

Minimum Charge: \$ 1,200.00 per stop Includes (Additional Price per Unit Above):

Set for April 25 from 10:00-2:00 @ Tulane University in Madison

Price Per Unit

Bankers Box (12" x 10" x 15"): \$ Media: Small N/A or Large N/A \$
 Copy Box: \$ Media Type:
 File Drawer (15" x 10" x 24"): \$ Blue Bag: \$
 Hard Drive: Small N/A or Large N/A \$ Other (describe): \$300.00 per hour
 Notes: 4 Hour Minimum

Payment Details

Payment Method: (do not collect credit card information, branch will follow up)

PO# Required: N/A PO#: Blanket: N/A

Tax Type: (check and attach certificate)

Shred-it guarantees to deliver the highest quality shredding service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business must be sent by registered letter to the local Shred-it General Manager. If Shred-it 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 Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page: I agree.

Shred-it USA LLC. ("Shred-it")

Signed: Tiffany Greene

Print Name: Tiffany Greene (Mar 30, 2015)

Position: Inside Sales Executive

Date: Mar 30, 2015

Company: ~~Shred-it~~ Madison County, Mississippi

Signed (Authorized Signature):

Print Name: Karl M Banks

Position: Board President

Date: 6 April 2015

Terms & Conditions of Shred-it Customer Service Agreement

- Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto and the then-current Schedule of Ancillary Charges at www.shredit.com ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
- Shred-it Services.** Shred-it will provide the following services to Customer:
 - Shred-it will: (i) collect Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM") on a mutually agreed basis and (ii) destroy the CCM using a mechanical shredding device (the Destruction Process").
 - Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
 - An authorized representative of Customer may, at any time, inspect the Destruction Process.
 - Shred-it will recycle or otherwise dispose of the CCM.
- Shred-it Equipment.** Any containers ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which are moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
- Service Fee.** Customer will pay a "Service Fee" to Shred-it as set forth on the cover page or applicable Statement of Work. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels the shredding service after Shred-it has arrived at Customer's location on the scheduled shredding date and time or if the Customer's offices are closed on the scheduled shredding date.
- Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due immediately upon completion of the Services and in any event no later than five (5) days thereafter. Any payments not received by Shred-it 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. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
- Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
- Term of the Agreement.** This Agreement shall remain in force until terminated by either Party upon thirty (30) days written notice. Requests for additional services may be made under this Agreement by the Parties' executing a Statement of Work setting out the fees for the service and the particulars of the service. Unless otherwise specified in the Statement of Work, the services shall be provided in accordance with the terms and conditions set out in this Agreement.
- Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental 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 Shred-it.
- Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it'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 Shred-it from Customer for the particular service. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- Setoff.** Customer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Shred-it to Customer, its parent, affiliates, subsidiaries or other divisions or units.
- Prohibited Acts / Compliance with Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
- Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
- Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersede any and all prior agreements and arrangements, whether oral or written, between the parties. No modification of this Agreement shall be binding unless in Writing, attached hereto, and signed by both parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute 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 the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation. Any notices to be given by one party to the other will be considered properly given if deposited in the United States Mail, postage prepaid, "Certified Mail, Return Receipt Requested," sent to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.