



Document Storage, Retrieval & Management Professionals

### Proposal for One Time Destruction Services

TO: \_\_\_\_\_ Company: \_\_\_\_\_

FAX: \_\_\_\_\_

Here's the information on our one time shred. Please fill out the information requested and fax back to us at (805) 544-0858 and we will call to put you in the schedule.

Thanks!

DATE: \_\_\_\_\_ CLIENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS OF SHRED (IF DIFFERENT): \_\_\_\_\_

CONTACT: \_\_\_\_\_ PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**Our Goal:**

To be the records management partner of choice by delivering superior customer service, uncompromising confidentiality, and solutions that ensure the secure management of our client's critical business records.

**Proposal Summary:**

The below pricing is for secure on-site destruction services to shred records and ensure the confidential information generated by the Department is properly stored and destroyed. The DocuTeam will provide on-site destruction services to destroy the contents and haul away for recycling. Material will be loaded into 65 gallon bins and destroyed using the shred truck.

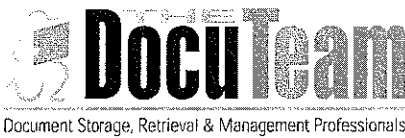
At the time of destruction a certificate of destruction will be issued and signed by our officer and by our client. This certificate will certify the quantity of bins destroyed on that day. If ongoing services may be of interest, additional containers can be provided for no additional charge and the contents destroyed as needed. There are no pick up or rental fees for the bins themselves, the only fees are when the material is destroyed.

**Destruction Fees:**

| Item                                       | Quantity | Price             | Est. Charges |
|--|----------|-------------------|--------------|
| Stop Charge                                | 1        | \$75.00 per visit | \$75.00      |
| 65 Gallon Bin<br>(holds approx. 6-8 boxes) |          | \$45.00 per bin   |              |
| Standard File Box<br>(10"x12"x15")         |          | \$7.00 per box    |              |
| Break down of empty boxes                  |          | \$3.00 per box    |              |

**The DocuTeam does not add any other charges for service.**

140 Hind Lane | San Luis Obispo | California 93401 | service@thedocuteam.com  
Phone 805.544.0440 | Fax 805.544.0858



## Proposal for One Time Destruction Services

As a locally owned and operated destruction service on the central coast, The DocuTeam is dedicated to serving the best interests of our clients. They can expect the same excellent customer service provided to all clients of The DocuTeam.

### Proposal Notes:

1. The DocuTeam will charge based on the number of bins filled to be determined and tracked by The DocuTeam driver, in addition to the stop charge.
2. After a purge of boxed records, empty boxes can be left with the customer or hauled away by The DocuTeam for an additional per item fee.
3. All shredding will be done at our Client's facilities on a pre-arranged day or schedule.
4. All shredded documents remain locked within the truck and are then taken to the land fill for recycling.
5. A certificate of destruction will be issued for all bins destroyed at time of service.
6. Client is responsible for making sure the contents placed in destruction bins or boxes marked "destroy" are ready for destruction.
7. Client may be held responsible for damage & repair costs if The DocuTeam shred equipment is damaged by items not approved for shredding (see below).
8. The Following materials **CANNOT** be placed in the destruction bins or boxes to be destroyed:
  - Wet paper or garbage
  - Large metal items or many 3 ring binders
  - Wood or wood products
  - Plastic transparencies or other plastics including Styrofoam – small quantities of plastic are ok.
  - Toner cartridges
  - VCR tapes or other magnetic tapes.
  - CDs, DVDs, X-Rays
9. The DocuTeam **CAN** accept the following materials in the destruction bins:
  - Dry paper products
  - Bound books
  - Paper clips & metal clips
  - Spiral bound notebooks
  - Photographs or blue print
  - Small amounts of Carton Paper or Cardboard

### Confidential Document Destruction Agreement

This Confidential Document Destruction Agreement ("Agreement") is entered into as of this ("Date Received") by and between The DocuTeam having a place of business at 140 Hind Lane, San Luis Obispo, CA ("Company") and : having a place of business/residence at :

#### ADDRESS FOR SHRED LOCATION AS NOTED ON THE FRONT PAGE ("Customer").

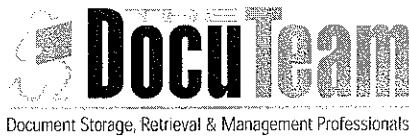
### 1. SERVICES

- 1.1 Services to be Furnished. Company will provide the services for the secure destruction of records. Company will furnish a Certificate of Destruction to Customer, upon request by Customer.
- 1.3 Services by Third Parties. Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity.

### 2. RESPONSIBILITIES

## Proposal for One Time Destruction Services

- 2.1 Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.
- 2.2 Compliance with Contracts, Laws and Regulations. 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 materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances.
- 2.3 Cooperation and Assistance. Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder.
- 2.4 Hazardous Substances. Customer shall not deliver to Company any material considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at their expense. And further to indemnify the Company from any property damage or personal injury resulting from such transfer of material.
- 2.5 Performance of Services. All Services performed by Company will be in a professional manner in accordance with the standards and practices defined by the National Association of Information Destruction (NAID) <http://www.naidonline.org/>
- 2.6 Material Descriptions: Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer.
3. **FEES AND PAYMENTS** - All standard charges for Services under this Agreement shall be as specified on Exhibit A.
4. **CONFIDENTIALITY** - "Confidential Information" means any information relating to 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 purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance.
5. **TERM AND TERMINATION**
  - 5.1 Term. This Agreement shall be in effect for the date shown on this contract and this day only.
6. **CLAIMS AND DISPUTE RESOLUTION**
  - 6.1 Time for Presenting Claims. Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based.
  - 6.2 Arbitration. Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Article 6, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and non-appealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association. All arbitration will be held in the County of San Luis Obispo California.
7. **LIABILITY AND WARRANTY**



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- 7.1 Limitation of Liability. Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.
- 7.2 Ownership Warranty. Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company.

### 8. MISCELLANEOUS

- 8.1 Notices. All notices hereunder shall be in writing and addressed to either party at its address set forth above (or to such other address as either party may specify by notice given in accordance with this Section). Notices to Company shall be sent to the attention of its General Manager.
- 8.2 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 1.3 above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 8.4 Relationship of Parties. Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement.
- 8.5 Entire Agreement. This Agreement constitutes the entire agreement between Company and Customer with respect to the subject matter of this Agreement. No change, waiver, or discharge of this Agreement shall be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. Except as provided in Section 3, this Agreement may be amended only by an amendment in writing signed by Customer and Company.
- 8.6 Invalidity. If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed by its duly authorized representative as of the Effective Date first set forth above.

CUSTOMER

COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_