



1202-460 B

Document Management Policy #DM-2005
Exhibit AFaxed 4-24-12
801-977-9801New _____ Renewal ☒
Location No. J87
Contract No. _____
Customer No. 1081Date 4-17-12
Phone 801-754-3211

SHREDDING SERVICE AGREEMENT

Customer City of Santaquin
Address 275 W. Main St. City Santaquin State UT. Zip 84655

The customer, its successors and assigns ("Customer") orders from Cintas Corporation No. 2 dba Cintas Document Management or any of its subsidiaries, successors and assigns ("Company") all of the Customer's shredding service requirements during the term of this agreement, all in accordance with the pricing, terms and conditions contained herein.

ITEMS FURNISHED BY THE COMPANY:

First Container

Collection "C" or Dock Stop "D" Service	Description	Service Frequency	Quantity	Unit Price	Replacement Value
<u>C</u>	<u>40" executive console</u>	<u>1 week</u>	<u>1</u>	<u>\$35.00</u>	<u>\$100.00</u>

Additional Services

Collection "C" or Dock Stop "D" Service	Description	Service Frequency	Quantity	Unit Price	Replacement Value
<u>C</u>	<u>40" executive console</u>	<u>1 week</u>	<u>1</u>	<u>\$15.00</u>	<u>\$100.00</u>

Minimum Charge is \$45.00 Per Stop
Service Charge is \$7.95 Per Stop

The Service Charge is used to help Company pay various fluctuating 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 or that may be incurred in the future by Company.

Company will provide containers and collection or dock stop shredding of all customer's confidential information as herein provided. "Confidential Information" means 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.

This agreement is effective as of the date of the first invoice and shall remain in effect for sixty (60) months from the date of first invoice. This Agreement shall automatically renew for the same period of time unless the Company is notified, to the contrary, in writing sixty (60) days in advance of the expiration of the then current term. Price listed above 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. Such notice may be in the form of invoice. The Customer has the right to reject these increases. If Customer rejects the increase, Company has the right to terminate this Agreement.

Company 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 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.

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 early, 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 service 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 therefrom shall be exclusively governed by the laws of the state where the Customer is located and applicable federal laws.

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

The Customer certifies that the Company is in no way infringing upon any existing contract between the Customer and another service provider.

Terms of Payment: 10th E.O.M.Accepted by: Ryan Bruerton
Title: SR
Approved by: _____Customer [Signature]
By: BENJAMIN A. REEVES
Please Print: SANTAQUIN CITY
Name & Title: City Manager E-mail: breeves@Santaquin.org☐ Check if Business Associate Agreement Required☐ Check if Sub Contracting needed