



180 Trade Street
Bogart, Georgia 30622
(706)549-8902
1-800-476-8902
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www.thelindsaygroup.net

On-Site Shredding Service Agreement

Customer Information

Customer: _____

Address: _____

Contact Person / Title: _____

Telephone: _____ Fax: _____

E-mail: _____

Route Service

Term of service
 1-Year 2-Years 3-Years 4-Years
Service Interval:
 Weekly Bi-Weekly
 Every 3-Weeks Every 4-Weeks
Effective Date of Service: _____
Bin Configuration: _____

Cost Per Service: _____

Purge Service

Date of Service: _____
Estimated Size: _____
Type of Services: Paper/Document Product
Box Removal: Yes No
Cost per Pound or Box: _____
Minimum Charge/Poundage: _____
Charge for Shredding: _____
Dumping/Recycling Fees: _____
Total Charge for Service: _____

Notes

Lindsay Group Representative

Date

Customer Signature

Date

Terms and Conditions of Service Agreement

- 1. Term.** This Agreement is a legally binding contract, and shall extend for the period indicated on front, unless otherwise indicated, and shall be automatically renewed from year to year, unless either party shall provide written notice of termination via certified mail to the other at least thirty (30) days prior to the termination date. Contractor agrees that if Customer no longer requires collection, destruction and disposal of its material through discontinuance of its business, relocation outside the area in which Contractor provides the destruction service or similar reason, customer may terminate this Agreement upon written notice to Contractor at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Contractor.
- 2. Service Price.** The schedule of charges may be adjusted from time to time to reflect changes in service levels, disposal fees (if any), and any government mandated laws, ordinances taxes or licenses not presently enacted.
- 3. Customer's Duties and Liability.** The equipment shall be in possession and control of the Customer, who shall be responsible for the cleanliness and safekeeping of the same. Customer shall not overload, pry, burn, abuse, or use for other than the intended usage as storage of material to be destroyed, and shall be liable to Contractor for loss or damage in -excess of reasonable wear and-tear. Customer warrants that material placed in containers or delivered to Contractor will not contain any hazardous or toxic material. Customer agrees to defend, hold harmless and indemnify Contractor against any claims, other lawsuits, and any liability for injury to persons or damage to property or the environment connected with the use and possession of the equipment by the Customer, or breach of any warranty by the Customer.
- 4. Definition of Equipment.** The word 'equipment', as used in these Terms and Conditions, shall mean all storage containers used for storage of material to be destroyed. All equipment shall remain the property of the Contractor. The Customer shall have no right, title, or interest in the equipment, nor shall Customer make any modifications or additions thereto, nor use it for any purpose other than as set forth herein. The Customer shall keep the equipment free and clear of all levies, liens, and encumbrances.
- 5. Material.** Customer shall not deposit material, other than the agreed-upon material to be destroyed, in the containers (i.e.: no garbage, hazardous, toxic, infectious, radioactive, reactive, ignitable, or corrosive material.) Title to and liability for any waste excluded above shall remain with Customer.
- 6. Assignment and Benefit.** This Agreement is the entire agreement of the parties and binds them and their successors and assigns, and may be modified only by a written instrument signed by both parties.
- 7. Modification.** Modification of this Agreement as to price rates, frequency of collection service, number of pieces or capability of equipment may be made by the agreement of both of the parties, orally or in writing.
- 8. Charge and Payment.** Customer shall pay Contractor on a monthly basis for the collection, destruction, and recycling/disposal service provided by Contractor, in accordance with the schedule of charges shown on this Agreement. Terms are thirty (30) days from date of invoice. Thereafter, a monthly Finance Charge may be imposed at a percentage rate of 1.5 from date of invoice until paid.
- 9. Force Majeure.** Contractor shall not be liable for its failure to perform hereunder due to contingencies beyond its control, strikes, labor stoppages, riots, wars, fires, acts of God, compliance with or change in laws, regulation or orders (whether valid or invalid) or any government, governmental body, or instrument thereof, whether now existing or hereafter created.
- 10. Miscellaneous.** If any conflict or differences exist in this agreement between terms that are printed and those that are typed or written, the typed or written language shall prevail.

ADDENDUM TO AGREEMENT

THIS ADDENDUM TO AGREEMENT (“Addendum”) is entered into this day of April ____, 2016 between LINDSAY GROUP (“CONTRACTOR”) and City of Madison (“MADISON”), the “Parties.” By executing this Addendum, the Parties and their representatives acknowledge being of lawful age and of sound mind, and authorized to enter into the settlement terms.

RECITALS

WHEREAS, Lindsay Group and MADISON desire to enter this Addendum to provide for a fair and comprehensive arrangement modifying and supplementing the attached Agreement; and

NOW THEREFORE, in consideration of the premises and mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Who Is Bound.** All Parties and anyone who has succeeded to the Parties’ rights and responsibilities, such as successors, predecessors, assigns, parent, subsidiaries and affiliated companies or corporations, heirs, executors and administrators, are bound by this Addendum. This Addendum is made solely for the benefit of the Parties and all who succeed to their rights and responsibilities.
2. **Agreement.** If any conflict between the Agreement and this Addendum, this Addendum controls.
3. **Insurance.** Certificates of Insurance shall be issued as follows: Lindsay Group shall deliver to Madison Certificates of Insurance for coverage Lindsay Group is required to purchase and maintain per Georgia law.
4. **Entire Agreement.** The Agreement comprises the entire agreement between Madison and Lindsay Group. The Agreement will be construed per Georgia law. If Lindsay Group discovers any conflict, error, ambiguity or discrepancy within or between the Agreement, or with any law or regulation, or with any standard, specification, manual or code, Lindsay Group shall immediately report it to Madison in writing.
5. **Warranty/Guarantee; Non-Exclusive Remedy.** Lindsay Group warrants and guarantees for a period of one year that the work is of good quality and in conformance with the Agreement. Lindsay Group shall promptly make such corrections as are necessary by reason of such defects. This warranty and guarantee provision does not provide the exclusive remedy available to the Madison for the correction of defective work.
6. **Payments.** Payment shall be made only if the quality of the work is per the Agreement and Lindsay Group is entitled to payment. Upon Madison's approval (which shall not be unreasonably withheld), the amount due Lindsay Group will be paid within 30 days of completion and acceptance of the work. Lindsay Group's satisfaction of all conditions in the Agreement is a prerequisite to payment.

7. Assignment. No party hereto shall sell, transfer, assign or otherwise dispose of the Agreement or any portion thereof or of any right, title or interest therein, or any obligations thereunder, without written consent of the other parties hereto.
8. Termination for Convenience. Any party may terminate by written notice to the other party and specifying the effective date, at least 15 days before the effective date. If the Agreement is terminated, Lindsay Group will be paid a prorated amount, based on services actually performed, less payments already made for the services performed under the Agreement.
9. Georgia Law. The laws of Georgia govern the validity of the Agreement, the construction of the terms therein and interpretation of the rights and duties of the parties.
10. Invalid Provisions. If any part of the Agreement is held invalid or unenforceable, such shall not effect the remainder, and the remainder shall continue in full force and effect as if such invalid or unenforceable part had never been a part thereof.
11. Notices. All notices or communications shall be sufficient if delivered personally or by certified mail, postage prepaid, addressed to the parties as follows: City Manager, City of Madison, P. O. Box 32, Madison, Georgia 30650. Contractor - Lindsay Group, 180 Trade Street, Bogart, GA 30622.
12. Integration Clause. This document and Agreement signed by all the parties hereto constitute the entire agreement. No modification shall be effective unless subscribed to in writing. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.
13. Time. Time is and shall be of the essence.
14. Lindsay Group Indemnification of Madison. Lindsay Group shall indemnify and hold Madison harmless from and against any and all damages, claims or demands that arise from or may be occasioned by Lindsay Group's negligence. Lindsay Group shall defend Madison against any such damages, claims or demands and on demand reimburse Madison for any and all reasonable costs and expenses incurred by Madison in connection therewith, including Madison's reasonable attorney's fees and expenses.
15. Addendum Construction. This Addendum shall be considered as drafted jointly by all Parties, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against the other Parties based on an attribution that the other party drafted the Addendum.
16. Counseled Addendum. In entering into this Addendum, the Parties represent that they have relied upon the legal advice of their attorneys, who are the attorneys of their own choice, or have been advised that they are free to seek the advice of an attorney of their choice and that the terms of this Addendum have been read and are fully understood and voluntarily accepted by the Parties.
17. Severability. If any provision of this Addendum is construed to be invalid, illegal, against public policy or otherwise unenforceable, then all other provisions hereof shall not be affected by that construction and shall be enforceable with regard to the unenforceable provision.

18. Authority to Bind. Each party hereto represents and warrants to the other that (a) it has full capacity and authority to enter into this Addendum; (b) the person executing this Addendum on its behalf has full authority to do so; and (c) this Addendum constitutes an obligation which is valid and legally binding against it and which is enforceable against it in accordance with its terms.

19. Signatures. A scanned or facsimile signature shall be treated the same as an original signature of this Addendum and any party may rely upon a scanned or facsimile signature of the party upon this Addendum. This Addendum may be executed in any number of counterparts, and all counterparts shall be considered together as one. The Parties understand and agree to the terms of this Addendum their authorized company officers have signed below.

SO AGREED:

LINDSAY GROUP

Lindsay Group

By: _____

Print name: _____

Title: _____

Date: _____

SO AGREED:
MADISON

Mayor

Attest:

City Clerk

Date _____