



Pirrello Enterprises  
Corporation

# PIRRELLO ENTERPRISES INC.



## Destruction / Shredding Service Agreement

Contract # WCSD-201810-001

This **AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between  
**Pirrello Enterprises Inc.** a Pennsylvania corporation ("Company"), having an office at

721 Parade Street  
Erie, PA 16503  
(814)-454-7984

and Warren County School District  
101 School Street  
Sugar Grove, Pa 16350  
("Customer")

**FOR GOOD** and valuable consideration and intending to be legally bound hereby, Company and Customer covenant and agree as follows:

**Shredding and Services:** As and when requested by Customer or as scheduled, Company will provide: (a) Destruction VIA Shredding for Customer's files, (b) Document Collection of material for destruction, (c) Certification of destruction upon completion of process on a monthly basis, (e) Security consoles and other related equipment on the customer's premises for the collection and storage of Client's confidential materials, and (f) recycling of items after the destruction process been completed.

**Term:** This agreement shall commence on November 12, 2018, and shall remain in effect until it is terminated for convenience by either party upon 30 days written notice of termination to the other party. Periodic pickup times for boxes of old records/ documents / loose papers that are in need of shredding/destruction shall be mutually agreed to by the parties.

**Fees, Equipment and Frequency of services:** Certificates of Destruction will be included with invoices.

Fuel Surcharge: \$ 40.00

Additional Bags: \$ \_\_\_\_\_ (Max 80Lbs)

Boxed Items: \$ \_\_\_\_\_ Standard Box \$ \_\_\_\_\_ Large Box \$ \_\_\_\_\_ Check Box

Misc. Bulk by LB \$ .09 per LB

Standard Sized Box (15"x12.5"x11") (1.2 cu. ft.)  
Large Sized Box (24"x12.5"x11") (2.4 cu. ft.)

\* All boxes must have lids and lids must be taped down

Media: \$ .75/#  
Back Up Tapes: \$7.95ea.  
Hard Drives: \$9.95ea.

Notes: Items on 8-10 pallets for initial pick up. Priced per pound.

Pick up is at:  
Pleasant Township Elementary School  
84 McKinley Ave.  
Warren, Pa 16365

**Service Charges:** As and when requested by Customer, Company shall provide the services described in accordance with the rate schedule set forth, provided that Company shall have the right to change its rate schedule for such services upon thirty (30) days' notice to Customer, which notice may be given by electronic mail, facsimile transmission, hand delivery, first class U.S. mail, overnight courier or any other commercially reasonable means of communications. In the event of any such increase in rates, Customer shall be entitled to terminate this agreement with no liability other than that accrued up to the date of termination.

**Payment:** At the conclusion of each month during the term of this Agreement, Company shall render an invoice to Customer for the materials and services provided during such month. Customer shall pay such invoice upon receipt. If Customer fails to pay any statement within fifteen (15) days, interest shall accrue thereon at a rate of 1½% per month until paid and Customer shall also be liable for all expenses incurred in collecting amounts which are in arrears, including reasonable attorneys' fees. If Customer fails to pay any invoice within sixty (60) days, Company may withhold future services until payments are current.

**Destruction of Materials:** The customer authorizes the company to destroy any and all material placed in a destruction container, console or designated area for destruction, and releases and indemnifies the company from all liability by reason of the destruction of such material.

**Confidentiality:** Company and its employees shall hold confidential all information obtained by it with respect to Customer's materials. Company hereby agrees that its employees and agents shall be required as a condition of employment to maintain the confidentiality of any and all information contained in Customer's materials, or otherwise acquired by them in connection with their association with Company and/or Customer. Company may comply with any subpoena or similar order related to the materials. Customer shall pay Company's reasonable charges, including attorneys' fees, for such compliance. Company and Customer may not disclose any of the terms of this Agreement to any third party without first obtaining the written consent of the other party (i) except as necessary to perform obligations under this Agreement, (ii) except as required by law, court order, or governmental regulation after Customer receives notice thereof from Company and has an opportunity to preserve the confidentiality of the terms, (iii) except as may be necessary to exercise, establish or assert its rights hereunder, and (iv) except to their respective lawyers

**Limitation of Liability:** Company shall exercise such care in destroying Customer's goods, including files and records, and in providing services in connection therewith as a company in the business of performing the same or similar services as Company would under similar circumstances. Company shall not be liable for any loss or damage, however caused, unless such loss or damage results from a failure of Company to exercise such a level of care. Customer acknowledges that it is Customer's responsibility to obtain its own insurance for any loss or damage beyond the scope of Company's agreed limited liability hereunder if, in Customer's judgment, there exists a potential for loss or damage in excess of such limitation. Customer may request, in writing. Claims by the Customer for loss, damage, or destruction must be presented in writing to the Company within sixty (60) days after Customer learns of or is notified by the Company that loss, damage, or destruction to part or all of the goods have occurred. No action may be maintained by Customer against the Company for loss or damage to the goods covered hereunder unless commenced within twelve (12) months of the date that Customer learns of or is notified of loss, damage, or destruction to its goods covered hereunder.

**Indemnification:** Unless caused by the negligence or willful misconduct of Company, Customer agrees to indemnify and hold harmless the Company, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that Company may suffer or incur as a result of claims, demands, costs or judgments against it to the extent arising out of or related to Customer's negligence or willful misconduct. Unless caused by the negligence or willful misconduct of Customer, Company agrees to indemnify and hold harmless Customer, its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that Customer may suffer or incur as a result of claims, demands, costs or judgments against it to the extent arising out of or related to Company's negligence or willful misconduct.

**Non-Solicitation of Employees:** During the term of this Agreement and for one year thereafter, Company and Customer mutually agree not to solicit any employee of the other party without prior written consent.

**Notices:** All notices shall be addressed to the appropriate addresses noted herein or as otherwise requested by either party. Except as otherwise specified herein, written notices shall only be given by means of registered or certified mail and shall be deemed effective and given as of the date received.

**Force Majeure:** Company shall not be liable for any default or delay in the performance of any of its obligations under this Agreement if caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars, riots or civil disorder; terrorism; accidents or unavoidable casualties; interruptions of or delays in transportation or communications; decisions or requirements, whether valid, invalid, formal or informal, of any government, agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Company's reasonable control.

**Governing Laws: Captions: Amendment: Successors:** This Agreement shall be governed by Pennsylvania law. Both parties agree to submit to the exclusive jurisdiction of state and federal courts sitting in Erie County, Captions contained in this Agreement are for convenient reference only and shall not be used in interpreting any of the provisions hereof, This Agreement may only be modified, amended or

terminated in writing, signed by both parties, and approved by the Customer's Board of School Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties hereto have executed this Records Storage and Services Agreement effective as of the day and year written above

**Pirrello Enterprises Inc.**

**Warren County School District**

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
**BOARD SECRETARY**

**Submit**

