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urbanimpact.com

Confidential Document Destruction Agreement

Billing Address

Name: Company A	Contact: John Doe
Street:	Phone:
City:	Fax:

Service Address

Name:	Contact:
Street:	Phone:
City:	Email:

Service Commencement Date:

Term: 36 months

Location	Service	Monthly Fee	Equipment	Qty	Frequency

Urban Impact Recycling Ltd. (Contractor) Terms and Conditions

1. **Service:** Commencing on the Service Commencement Date and throughout the term of this Agreement, the Contractor will provide the services for the secure destruction of records as described in Services (the "Services") to the Customer at the Service Location, and the Customer agrees that the Contractor will have the exclusive right to provide the Services to the Customer, and will provide the necessary access to the Service Location to the Contractor during normal business hours. The Customer agrees that if the Description of Material is completed on the first page of this Agreement, the Customer will use the Equipment only for the Material described. The Contractor will not be liable for any failure to provide the Services, which is beyond the Contractor's reasonable control, including but not limited to strikes, lockouts, fires, riots, outbreaks of disease or epidemics, power outages, civil unrest, unusual traffic delays, acts of terrorism and acts of God. A Certificate of Destruction is available if requested in advance of destruction. An additional fee may apply.

2. **Service Commencement Date:** The Contractor will deliver the Equipment to the Service Location no later than the Service Commencement Date. The Customer will have care and management of the Equipment and its contents and will be responsible for all loss, theft or damage to the Equipment and contents at the Service Location.

3. **Confidentiality:** "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Contractor 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 Contractor prior to receipt of same from Customer, it shall be held in confidence by Contractor and

shall be used only for the purposes of servicing or enforcing this Agreement. The fact that this Agreement is in existence shall not be Confidential Information. Contractor shall use the same degree of care to safeguard Customer's Confidential Information as it uses to safeguard its own. However, Contractor may comply with any subpoena or similar order related to materials delivered to Contractor provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Contractor's reasonable costs for such compliance.

4. Compliance with Contracts, Laws and Regulations: Customer will be responsible for, and warrant compliance with all contractual restrictions with respect to any Materials and all applicable laws, rules and regulations, including but not limited to environmental laws, contractual restrictions and laws governing the confidentiality, retention and disclosure of information contained in any materials delivered to the Contractor.

5. Service Location: It is agreed that the Customer, and not the Contractor, will be responsible for any damage to pavement or driving surfaces at the Service Location that results from the use of such surfaces by the Contractor's Equipment, trucks or personnel.

6. Service Frequency: The Contractor will provide the Service in accordance with the specified Service Frequency.

7. Term: The term of the Agreement will be for a period of three (3) years commencing on the Service Commencement Date (the "Term") and will be automatically extended for successive three year periods on the same terms and conditions, unless cancelled by either party by written notice (registered mail) to the other party not later than 60 days prior to the expiry date of the Term. Upon termination, Customer shall return (or permit Contractor to retrieve) all Contractor Equipment including containers, boxes, bins and other property provided to or held by the Customer, and the Contractor shall have no obligation to provide further Services to Customer.

8. Fees and other Charges: The Contractor may increase the Monthly Service Fees, the Fuel Surcharge (if any) and the Extra Pick Up Fee by written notice to the Customer, if such increases are based on the Contractor's increased costs of providing the Service due to increases in disposal facility costs, changes in location of disposal facilities, increased transportation costs, increased fees or taxes, decrease in market value of the recycled material, or any other increased cost beyond the control of the Contractor. The Contractor may also impose a Fuel Surcharge if one is not in place. The Customer agrees to pay such increased charges or the imposed Fuel Surcharge on the terms as set out in Clause 14.

9. Payment Terms: The Customer will pay the Monthly Service Fees and any applicable Extra Pick-Up Fee, plus applicable taxes, within 30 days of the Contractor's invoice date. The Customer agrees to pay the Contractor interest at the rate of 18% per annum (calculated monthly, not in advance) on overdue amounts. The Customer will pay the Contractor's collection costs including legal fees and expenses on a solicitor client basis. The Contractor may suspend Service to the Customer if payment is late, without prejudice to any of the Contractor's other rights including past charges, interest and collection costs.

10. Material Descriptions: Itemized lists or descriptions of contents of materials submitted by the Customer to the Contractor 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. Contractor will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer

11. Hazardous Material: The Customer agrees not to use or permit the Equipment to be used for the disposal of any special, hazardous, deleterious or harmful waste, substances or materials, including materials that are radioactive, explosive, toxic, highly flammable, corrosive, dangerous or injurious, or which are identified now or at any time during the terms of this Agreement by any governmental authority, law or regulation to be hazardous, deleterious, toxic or harmful to the environment (collectively, "Hazardous Substances"). Any Hazardous Substances deposited in the Equipment are the responsibility of the Customer, and the Customer will indemnify and save harmless the Contractor and its officers, directors, agents and employees from and against any fines, penalties, suits, losses, damages or costs suffered (including full legal fees and costs in defending any actions) or incurred with respect to any such Hazardous Substances deposited in the Equipment.

12. Negotiable Items: Customer agrees to make Contractor aware in writing and in advance of any instance in which negotiable instruments, including but not limited to cheques, bearer bonds, travels cheques, or coupons will be sent to a single facility in a single service where the total combined amount of said instruments will be in excess of \$1000.00.



13. Limitation of Liability: Contractor shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins, lockboxes or containers or otherwise delivered to it for secure destruction unless the release or loss is due to Contractor's negligence or willful misconduct. Contractor'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 6 months preceding the event which gives rise to a claim. In no event shall Contractor be liable for any consequential, incidental, aggravated, special or punitive damages, regardless of whether the action is brought in tort, contract or any other legal cause of action by Customer, its related companies or their directors, officers, employees, agents or customers.

14. Warranty of Ownership: Customer warrants that it is the owner or otherwise has the right to deliver for confidential destruction any and all materials Customer provides Contractor hereunder. Customer shall reimburse Contractor for any losses, costs, damages or expenses reasonably incurred by Contractor (including reasonable legal fees and expenses) by reason of Contractor 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 Contractor.

15. Indemnity: The Customer will indemnify and save harmless the Contractor and its officers, directors, agents and employees from and against all claims, damages, suits and liability including full legal fees and costs in defending any suits for loss, damage to property, invasion of privacy, breach of confidentiality, injury or death or any other cause of action resulting from (i) a breach of this Agreement; (ii) the presence of the Equipment at or near the Service Location; and (iii) the use or misuse of the Equipment and contents thereof (including, without limitation, improper or unlawful destruction orders) by the Customer, its related companies, their officers, directors, employees, contractors or agents.

16. Right to Rely on Instructions: Contractor may act in reliance upon any instruction, instrument or signature reasonably believed by Contractor to be genuine, and may assume that any of Customer's employees or agents, or any employee or agent of Customer's affiliates giving any verbal or written notice, request or instruction has the authority to do so.

17. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted by Section 3 above, neither party may assign this Agreement, except to an affiliate or purchaser of its business, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

18. Invoices: The Contractor will invoice the Customer for any applicable City permits relating to Equipment located on City property and the Customer agrees to pay on the terms set out in the above.

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..

Urban Impact Recycling Representative

Print Name & Position:	
Signature:	Date:

Customer Representative

Print Name & Position:	
Signature:	Date: