



DOCUMENT SHREDDING  
AUTOMATIC SERVICE AGREEMENT

1029

(386) 447-4487 Palm Coast • (386) 677-4447 Volusia  
18 Hargrove Grade, Unit 104  
Palm Coast, FL 32137

PROTECTING CONFIDENTIAL INFORMATION

DATE: _____	START: _____
SALES REP: <u>Lucy</u>	

CLIENT: <u>St. Augustine Ocean &amp; Racquet club</u>
CONTACT: <del>Betty</del> <u>Barbara</u> PHONE: <u>386-466-1221</u>
FAX: _____ EMAIL: <u>Bjeanette@Smereign-Jacob.com</u>
ADDRESS: <u>880 A1A Beach Blvd</u>
CITY/STATE/ZIP: <u>St. Aug. FL 32080</u>

EQUIPMENT:

10 GALLON QTY: \_\_\_\_\_

35 GALLON QTY: \_\_\_\_\_

65 GALLON QTY: \_\_\_\_\_

95 GALLON QTY: \_\_\_\_\_

OTHER Large bin  
property of TSDS.

SERVICE REGULARITY:

1 WEEK

2 WEEK

4 WEEK

6 WEEK

8 WEEK

12 WEEK

OTHER \_\_\_\_\_

SPECIAL INSTRUCTIONS:

as per need basis  
#60.00 per pickup includes  
Shredding  
- At least 4 pickups per year

SERVICE FEE:

Additional Files outside bin -  
.30 cents per pound Additional

UNSCHEDULED SERVICE CALLS ARE BILLED AT THE SCHEDULED RATE.

T.S.D.S. document destruction service programs destroy materials via shred method. All shredded materials are 100% recycled.

I acknowledge that I have read, understood and accept the terms and conditions of the face and reverse of this document.

SIGNATURE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

# Total Secured Data Storage Inc.

## STORAGE & SERVICE AGREEMENT (Schedule A)

Total Secured Data Storage, Inc. hereby agrees to accept for storage and service under its management system such records as requests, subject to all terms and conditions herein. Customer agrees to pay Total Secured Data Storage, Inc. for storage and services according to the amounts and provisions specified on the Total Secured Data Storage, Inc. Rate Sheet<sup>(1)</sup>, or any revisions thereto. The attached schedule of rates is incorporated herein and made a part hereof.

### LIMITATION OF LIABILITY

Total Secured Data Storage, Inc. shall not be liable for any loss or damage to stored materials, however caused, unless such loss or damage resulted from the failure by Total Secured Data Storage, Inc. to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Liability, if any, for loss, damage or destruction to part or all of the record material stored hereunder shall be limited to \$1.00 per carton, linear foot, container, or tape media, unless depositor declares an excess valuation\*, and pays an additional monthly charge for said excess valuation. In such case, Total Secured Data Storage, Inc.'s liability shall be limited to the amount of the excess valuation per carton, container or tape media.

Company Name: St. Augustine Ocean + Raquet  
Address: 880 A1A Beach Blvd  
City: St. Aug FL 32080  
State & Zip: \_\_\_\_\_

Total Secured Data Storage, Inc.  
18 Hargrove Grade, Unit 104  
Palm Coast, FL 32137

TSDS Signature:

By: [Signature]  
Lucy Pires (signature)  
VP

Date: 10/21/18

Customer Signature:

[Signature]

Print Name & Title

Carol Kuhn Date 11-21-18

Please list the Name's of individuals authorized to retrieve documents from TSDS.

- 1) Barbara Jeannette
- 2) Nicole Martin
- 3) Cherie Nash
- 4) Stephanie McEnany
- 5) Ellen Lumpkin

<sup>1)</sup> Rates may be changed upon thirty (30) days notice. For deposits received during the month, charges shall be assessed on the basis of the entire month.

# TOTAL SECURED DATA STORAGE, INC.

## STANDARD TERMS AND CONDITIONS

Unless modified by specific provisions set forth in Schedule A, the following terms and conditions shall apply to this Agreement.

1. **STORED MATERIAL** - From and after the effective date for a period of one year, Total Secured Data Storage, Inc. shall store and service the Stored Material identified on the attached Schedule. Customer and Total Secured Data Storage, Inc. may modify or add to the record materials included in the Schedule of Stored Materials by written agreement. Such additional materials shall, unless otherwise indicated in writing, be deemed to be held under the same terms and conditions as the Stored Material. During the term Customer will store with Total Secured Data Storage, Inc. not less than 80 percent of the initial transfer balance of the stored materials, net of destructions undertaken in the normal course of business.
2. **ACCEPTANCE** - In the absence of an executed contract, the act of tendering said material for storage and/or other services by Total Secured Data Storage, Inc. constitute acceptance by customer to the terms, conditions and rates of this contract.
3. **RATES** - Customer agrees to pay Total Secured Data Storage, Inc. for its services according to Total Secured Data Storage, Inc.'s then current Schedule of Rates and any revisions thereto. Monthly storage/retention charges shall be due in advance. Rates may be changed upon thirty (30) days notice to the Customer. For Stored Material received during a month or stored for a portion of a month, charges will be assessed according to the Schedule of Rates. Additional Service Charges and late payment fees, if any, shall be paid simultaneously with the monthly storage/retention charges. If the Customer fails to pay the charges when due, Customer shall be liable for late charges at the rate of 15% per annum (or such lesser rate as may be legally permissible under the laws of the jurisdiction governing this Agreement), and Customer shall also be liable for all expenses incurred in collecting charges which are in arrears, including reasonable attorneys' fees.
4. **ACCESS TO STORED MATERIALS**
  - a. Stored Material and information contained in said Stored Material shall be delivered only to Customer's Authorized Representative. Customer represents that the Authorized Representative has full authority to order any service for or removal of the stored material, and to deliver and receive such. Such order may be given via telephone, electronically, fax, in writing or in person.
  - b. When stored materials are ordered out, a reasonable time shall be given to Total Secured Data Storage, Inc. to carry out said instructions; and if it is unable to do so (or to provide any other service herein contemplated) because of acts of God or public enemy, seizure or legal process, strikes, lockouts, riots and civil commotions, or other reason beyond Total Secured Data Storage, Inc.'s control, or because of loss or destruction of goods for which Total Secured Data Storage, Inc. is not liable, or because of any other excuse provided by law, Total Secured Data Storage, Inc. shall not be liable for failure to carry out such instructions or services.
  - c. Total Secured Data Storage, Inc. reserves the right to deny access to or delivery of the Stored Materials until such time as Customer has cured any default under this Agreement.
  - d. Authorized representatives of Customer shall have the right at reasonable times and upon reasonable notice to examine the media and/or records and compilations of data of Total Secured Data Storage, Inc. which pertain to the performance of the provisions of the Agreement.
5. **LIMITATION OF LIABILITY**
  - 5.1 Total Secured Data Storage, Inc. shall not be liable for any loss or damage to stored material, however caused, unless such loss or damage resulted from the failure by Total Secured Data Storage, Inc. to exercise such care in regard thereto as a reasonably careful person would exercise in like circumstances. Total Secured Data Storage, Inc.'s liability, if any, for loss, damage, or destruction to the stored material shall be limited to the amount specified on the front page hereof, unless an excess valuation is declared, in which case Total Secured Data Storage, Inc.'s liability shall be limited to such excess valuation. In no event shall Total Secured Data Storage, Inc. be liable for any consequential or incidental damages. Such limitation of liability shall apply irrespective of the cause of loss, damage, or destruction of the stored material.
  - 5.2 Stored Materials are not insured by Total Secured Data Storage, Inc. against loss or injury, however caused.
  - 5.3 The Customer understands and acknowledges that normal deterioration and aging of all record media occurs with time.
  - 5.4 Claims by the Customer for loss, damage, or destruction must be presented in writing to Total Secured Data Storage, Inc. within a reasonable time and in no event longer than sixty (60) days after Customer is notified by Total Secured Data Storage, Inc. that loss, damage or destruction to part or all of the Stored Material has occurred, whichever time is shorter.
  - 5.5 No action or suit may be maintained by the Customer or others against Total Secured Data Storage, Inc. for loss, damage or destruction of the Stored Material by Total Secured Data Storage, Inc. pursuant to this Agreement, unless timely written claim has been given as provided in Section 5.4 of this Agreement, and unless such action or suit is commenced either within nine months after date of delivery or return by Total Secured Data Storage, Inc., or within nine months after the Customer is notified that loss, damage or destruction to part or all of said Stored Material has occurred, whichever is shorter.
6. **TERM** - The term of this Agreement shall commence on the date of Customer's signature or, if later, the Effective Date set forth on Schedule A. The Initial Term of this Agreement shall commence on the date as aforesaid and shall continue for one year thereafter. Unless otherwise provided in Schedule A, the term will continue for one year, with automatic renewals for additional successive one-year terms, unless written notice of non-renewal is delivered by either party to the other not less than sixty days prior to the expiration date. Terms and conditions will continue to apply after the expiration date until all stored materials are removed from Company's storage facility. During the term Customer will store with the Company not less than 80 percent of the initial transfer balance of the stored materials, net of destructions undertaken in the normal course of business.
7. **DEFAULT**
  - 7.1 The occurrence of any one or more of the following events shall constitute a default ("Events of Default"):
    - a. Failure to pay any sum due hereunder within fifteen (15) days of when due; or
    - b. Breach of any provisions of this Agreement; or
    - c. Customer becomes insolvent or files, or has filed against it, any proceeding in federal or state court seeking debtor relief.
  - 7.2 Upon the occurrence of any of the Events of Default, Total Secured Data Storage, Inc., at its sole option, may exercise any or all of the following remedies without terminating the Agreement:
    - a. Demand payment in advance by certified check, cashier's check, money order, or wire transfer prior to the performance of any services on behalf of the customer.
    - b. Demand in writing that Customer pick up the Stored Material; or
    - c. Deliver the Stored Material to the Delivery Address, if none specified, to the Customer Address.
    - d. Upon thirty (30) days advance written notice to Customer, Total Secured Data Storage, Inc. may destroy the Stored Material. (In this regard, the Customer recognizes that, since the Stored Material has little or no market value, that sale of the material would be impossible, and destruction is the only way for Total Secured Data Storage, Inc. to mitigate its damage.)
    - e. If this Agreement shall not have been terminated, Customer shall continue to pay all sums due under this Agreement up to and including the date of delivery of the Stored Material as provided in (b) above.
    - f. Terminate this Agreement, whereupon Total Secured Data Storage, Inc., shall recover all damages suffered by reason of such termination.
- In the event Total Secured Data Storage, Inc. takes any action pursuant to this Section, it shall have no liability to Customer or anyone claiming through Customer. The exercise by Total Secured Data Storage, Inc. of any one or more of the remedies provided in this Agreement shall not prevent the subsequent exercise by Total Secured Data Storage, Inc. of any one or more of the other remedies herein provided. All remedies provided for in this Agreement are cumulative and may, at the election of Total Secured Data Storage, Inc., be exercised alternatively, successively or in any other manner and are in addition to any of the rights provided by law. Total Secured Data Storage, Inc. shall be entitled to include all reasonable attorneys' fees and costs incurred in connection with the enforcement of this Agreement.
8. **DESTRUCTION OF RECORDS** - Upon written instruction from the Customer or Authorized Representative, Total Secured Data Storage, Inc. may destroy Stored Material. The Customer releases Total Secured Data Storage, Inc. from all liability by reason of the destruction of such Stored Material pursuant to such authority.
9. **TITLE WARRANTY** - The Customer warrants that it is the owner or legal custodian of the Stored Material and has full authority to store said record material in accordance with the terms of this Agreement.
10. **INDEMNIFICATION** - Unless caused by the negligence of Total Secured Data Storage, Inc., the Customer agrees to fully indemnify and hold harmless Total Secured Data Storage, Inc., its officers, employees and agents for any liability, cost or expense, including reasonable attorneys' fees, that Total Secured Data Storage, Inc. may suffer or incur as a result of claims, demands, costs or judgments against it arising out of its relations with the Customer or third parties pursuant to this Agreement.
11. **RULES**
  - a. The Customer agrees to comply with the Standard Storage Operating Procedures of Total Secured Data Storage, Inc.
  - b. The Customer shall not, at any time, store with Total Secured Data Storage, Inc., any narcotics, materials considered to be highly flammable, explosive, toxic, radioactive, organic material which may attract vermin or insects, or any other materials which are otherwise illegal, dangerous and unsafe to store or handle in an enclosed area. Total Secured Data Storage, Inc. reserves the right to open and inspect any record materials tendered from storage and refuse acceptance of any record materials which fail to comply with Total Secured Data Storage, Inc.'s storage restrictions and guidelines. Customer shall not store negotiable instruments, jewelry, check stock, ticket stock or other items which have intrinsic market value.
12. **CONFIDENTIALITY** - Total Secured Data Storage, Inc. shall exercise the same degree of care in safeguarding deposits entrusted to it by Customer which a reasonable and careful Total Secured Data Storage, Inc. would exercise with respect to similar records of its own provided; however, that liability of Total Secured Data Storage, Inc. to Customer shall be limited as set forth in Schedule A. Total Secured Data Storage, Inc. may comply with any subpoena or similar order related to the stored records, provided that Total Secured Data Storage, Inc. notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. Customer shall pay Total Secured Data Storage, Inc.'s reasonable charges for such compliance.
13. **MISCELLANEOUS** - This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supersedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. This Agreement may not be assigned by Customer without the consent of Total Secured Data Storage, Inc. No modification of this Agreement shall be binding unless in writing, attached hereto, and signed by the party against which it is sought to be enforced. No waiver of any right or remedy shall be effective unless in writing and nevertheless, shall not operate as a waiver of any other right or remedy on a future occasion. Every provision of this Agreement is intended to be severable. If any term or provision is illegal, invalid or unenforceable, there shall be added automatically as part of this Agreement, a provision as similar in terms as necessary to render such provision legal, valid and enforceable. This Agreement shall be construed in accordance with the laws of Florida without giving effect to its conflict of laws principles. In addition, Total Secured Data Storage, Inc. shall have, and may exercise, all rights granted to warehousemen by the Uniform Commercial Code as adopted in the state where the records are stored. All Schedules, if any, attached hereto are hereby incorporated by reference and made a part hereof. The term "Agreement" as used herein shall be deemed to include all such schedules. All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be addressed to the appropriate addresses noted herein, or as otherwise noted in writing in accordance with this provision. Notices shall be deemed to have been received as of the date of posting if mailed in accordance with this Section. All words and phrases in this Agreement shall be construed to include the singular or plural number, and the masculine, feminine or neuter gender, as the context requires. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto.

18 Hargrove Grade, Unit 104  
Palm Coast, FL 32137

[www.palmcoastshredding.com](http://www.palmcoastshredding.com)

386-677-4447 Ormond  
386-447-4487 Palm Coast

**Total Secured Data Storage Inc.** offers the areas most rapid and accurate off-site records services, made possible by state of the art facility and computer tracking systems. We understand that accurate, responsive service at a reasonable price is of paramount importance to you.

Relocating your records to Total Secured Data Storage Inc. will accrue immediate:

- Financial impact

A minimum of savings 20-30% over the term of the contract

- Operational impact

Next Day delivery or optional emergency delivery

- Business impact

Competitive advantage by faster delivery of customer service to your clients

Safe secure off-site storage in case of a disaster

*Storage prices as of January 1, 2018 are as follows:*

**Carton Storage \* Monthly**

\$.46 cents per cubic foot in climate control storage

\$50.00 minimum storage fee with accounts less than 130 cu.ft. *(Equivalent to approx. 90 standard boxes)*

\$0.20 per tape environmental vault storage \* \$75.00 minimum vault storage fee

**Pulls / Adds / Re-files / Handling**

\$2.00 per unit

**New Input**

\$2.00 one time fee computerized & bar code per unit fee plus placement

**PICKUP / DELIVERY**

\$25.00 per visit 1<sup>st</sup> item (unit or media)

\$1.00 per each additional item (unit or media)

\$60.00 STAT/Emergency Delivery (same day delivery, during Business Hours) per unit

\$75.00 STAT/Emergency Delivery (After Hours) per unit

**Miscellaneous Services**

\$.50 per page Fax or copy

\$35.00 Labor per person/ per hour

\$0.35 detail indexing per unit

\$0.20 per file plus container cost for Repacking boxes/ complete box inventory

\$3.95 per cubic foot for Removal Termination fee

**Material Sale**

\$2.50 per 1.2 cubic foot carton (standard box)

\$3.75 per 2.5 cubic foot carton (legal box)

While these prices are very competitive, it is in service that Total Secured Data Storage truly excels. By utilizing superior systems and operational methods, we are able to pass on significant savings to you. Many additional services are free of charge including surveys and reports.