



### Amendment Agreement

This amendment takes effect on 01.20.2023 and modifies the Agreement between FLORIDA HOUSING FINANCE CORPORATION (“Customer”) and Stericycle, Inc. (“Stericycle”) dated 11.14.2020 (“Agreement”).

The parties agree to amend the “Agreement” as follows:

The following service(s) described in Attachment A is(are) added to the location(s) in the Attachment B

The following service(s) described in Attachment B is (are) modified as follows in Attachment A

The following fee(s) described in Attachment B is(are) modified as follows in Attachment A

#### Services Added

- REGULAR SERVICE | OFF-SITE (PAPER)

#### Services Removed

- REGULAR SERVICE | OFF-SITE (PAPER)

- Except as otherwise agreed to in the Agreement, Stericycle’s aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Stericycle from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

All other terms, conditions, and obligations in the Agreement shall continue in full force and effect.

#### Stericycle:

Contracting Entity:

**Stericycle Inc.**

Name:

Arelí Ruesch

Title:

Sales support rep

Date:

*Arelí Ruesch*

Signature:

BC0FFADE677447F

#### Customer:

Customer/Company

Name:

Hugh Brown

Title:

General Counsel

Date:

Feb 20, 2023 | 7:28 AM PST

Signature:

*Hugh Brown*

131F07AA648648E

By signing above, I acknowledge that I am the Customer’s authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions.

Stericycle, Inc. 2355 Waukegan Rd, Bannockburn, IL 60015 P (866) 783-7422 • F (866) 783-7432

**Attachments**

**Attachment A: Changes in Service and Fees For Each Ship-to**

Service/Equipment Name	Ship-to Name	Ship-to Address	Pick up Frequency	Planned Units for Pick Up	Contracted Price	Additional Fees	Price Increase	Renewal Date	Surcharges
REGULAR SERVICE   OFF-SITE (PAPER)	FLORIDA HOUSING FINANCE CORPORATION	227 N BRONOU GH ST STE 5000 - 5, TALLAHASSEE, Florida, United States, 32301-1367	Every 4 Weeks	1 Each	\$ 87.83 minimum per pickup	N/A	API: 7%  Months Until First Price Increase: 36	N/A	Metro Surcharge: \$ 0 Per Stop  Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %
CONSOLE (STANDARD)	FLORIDA HOUSING FINANCE CORPORATION	227 N BRONOU GH ST STE 5000 - 5, TALLAHASSEE, Florida, United States, 32301-1367	N/A	7 Each	\$ 14.70 per container Minimum include 5 each	N/A	API: 7%  Months Until First Price Increase: 12	N/A	N/A Metro Surcharge: \$ 0 Per Stop  Environmental Surcharge: Per Index Table Fuel Surcharge: Per Index Table Recycling Recovery Surcharge: Per Index Table Recycling Recovery Cap: %

**Attachment B: Changes in Service Description and Compliance**

REGULAR SERVICE | OFF-SITE (PAPER)

CONSOLE (STANDARD)



# CUSTOMER SERVICE AGREEMENT REGULAR SERVICE

**Branch Address:**

Tallahassee, 614 Fortune Blvd, Midway, FL, 32343, USA

## Client Information

**Sold To Location:****Company Name:** Florida Housing Finance Corporation  
**Address:** 227 N Bronough St**Tel:** 850-488-4198**Fax:** 850-922-7253**City:** Tallahassee**State/Province:** FL**Zip:** 32301-1367

## Regular Service

Minimum Type	Minimum Product	Includes	Unit Price
Additive (and)	OFF-SITE REGULAR SERVICE - Container - Std	5	\$67.00

**Service Type:** Off-Site    **Service Frequency:** Every 4 Weeks    **Collection Type:** Floor    **Fuel/Env. Surcharge:** Yes**Notes:***Service commences at installation.*

## Pricing Per Unit

Description	Container Type	Quantity	Unit Price
Extra Containers	Container - Std		\$12.60

## Payment Details

**Payment Method:** Invoiced**(do not collect credit card information, branch will follow up)****PO# Required:** No**PO#:****Blanket:** No**Liable for Tax:** Yes

(check and attach certificate)

Shred-it 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 local Shred-it District Operations Manager. If Shred-it 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 Shred-it in good and usable condition.

I have read and agree to the Terms and Conditions on the following page:  1 a" - v**Shred-it USA LLC. ("Shred-it")**

Company: Florida Housing Finance Corporation

Signed: Krystal LuxonSigned (Authorized Signature): Print Name: Krystal Luxon  
Krystal Luxon (Nov 1, 2017)

Print Name: Hugh R. Brown

Position: Account Care

Position: General Counsel

Date: Nov 1, 2017

Date: Nov 3, 2017

V2 08/ /

# Terms & Conditions of Shred-it Customer Service Agreement

Shred-it USA LLC ("Shred-it"), its successors and assigns, and Customer, and its successors and assigns, hereby agree to the following:

- 1. Sole Terms.** All services provided by Shred-it to Customer are subject solely to the terms contained herein and any addenda agreed to by the parties in writing and attached hereto, and the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"). No term or condition on Customer's purchase order or any other instrument, agreement or understanding shall be binding upon Shred-it unless agreed to by the parties in writing; provided, however, that if a federal, state or local government and agency thereof, or its representative is a party to this Agreement, then any proposed modification, amendment or supplement must be in a writing signed by the President or Executive Vice President of Shred-it. All typographical and clerical errors are subject to correction.
- 2. Shred-it Services.** Shred-it will be the exclusive provider of the following services to Customer at all of its locations:
  - (a) Shred-it will provide all containers and other related equipment on Customer's premises for the collection and storage of all of Customer's paper and other agreed upon materials ("Customer Confidential Materials" or "CCM"). The number of containers will be determined by Shred-it in its discretion after discussions with Customer. Subject to the Schedule, additional containers may be added to this Agreement and shall automatically become a part of and subject to the terms hereof.
  - (b) Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process").
  - (c) Within a reasonable time following completion of the Destruction Process, Shred-it will provide Customer with a Certificate of Destruction.
  - (d) An authorized representative of Customer may, at any time, inspect the Destruction Process.
  - (e) Shred-it will recycle or otherwise dispose of the CCM.
- 3. Mass Destruction Services.** At any time during the term of this Agreement and during any Renewal Term, Customer may request that Shred-it perform mass destruction services ("Purge") on a single transaction basis. Both Parties shall execute a Statement of Work setting forth the fees for the Purge and the particulars of the service. Unless otherwise specified in the Statement of Work, the Purge shall be provided in accordance with the terms and conditions set forth in this Agreement. The Statement of Work will be an Addendum to this Agreement and will constitute a part of it.
- 4. Consoles & Equipment.** Containers and any other equipment ("Equipment") provided to Customer by Shred-it are the property of Shred-it. Customer will not file any lien, nor allow to be filed any lien, against any such Equipment. Customer will keep all Equipment in good working order, normal wear and tear excepted. For any Equipment which is moved, damaged, stolen or lost while at Customer's location, Customer shall pay a replacement charge pursuant to the Schedule.
- 5. Service Fee.** Customer will pay the "Service Fee" to Shred-it set forth on the cover page. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if the Customer's offices are closed during a scheduled service. The Service Fee is fixed for the first year of the Initial Term. In subsequent years of the Initial Term and upon subsequent automatic renewal terms, in its sole discretion, Shred-it reserves the right to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fee to Customer, which notice may be in the form of an invoice. Customer may reject any changes to the Service Fee within 30 days of receiving notice from Shred-it, provided, however, that upon such rejection by Customer, Shred-it may, at its sole option, immediately terminate this Agreement without penalty to Shred-it or Customer. Any rejection by Customer to such changes to the Service Fee after 30 days of receiving notice from Shred-it may, at Shred-it's option, be considered a termination without cause under Paragraph 10.
- 6. Payment Terms.** Customer agrees to pay the Service Fee and all other amounts due within 30 days of the date of the invoice. Any payments not received by Shred-it on the due date will be subject to an interest charge on the unpaid balance of 1.0% per month (or the maximum amount allowed by law). All payments must be in immediately available U.S. funds. The amount of any and all applicable taxes shall be added to the price and paid by Customer unless Customer has provided Shred-it with exemption certificates acceptable to the taxing authorities.
- 7. Ancillary Charges.** Customer agrees to pay ancillary charges according to the Schedule for services performed by Shred-it. The Schedule is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.
- 8. Fuel, Environmental and/or Other Surcharge.** Customer agrees and acknowledges that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.
- 9. Term of the Agreement.** This Agreement will remain in force for 36 Months ("Initial Term"). Unless a new agreement is signed by both parties, this Agreement will automatically renew (each a "Renewal Term") for additional terms of the same duration unless terminated by either party, by written notice, at least 60 days prior to the expiration of either the Initial Term or any Renewal Term. On termination by either party, Customer will immediately pay Shred-it all outstanding balances for services performed by Shred-it prior to termination of the Agreement (along with all other money due to Shred-it); and upon the termination date, Shred-it shall have the right to retrieve its Equipment from Customer, wherever located.
- 10. Early Termination.** In the event Customer terminates this agreement without cause prior to the completion of the Initial Term or any Renewal Term, Customer must immediately pay Shred-it (a) all unpaid invoices and interest thereon as provided in Paragraph 6; (b) an amount equal to 50% of the Service Fees due for the remaining term of the Agreement; and (c) a removal fee per Equipment pursuant to the Schedule. Such Service Fees for early termination shall be calculated based on the average Service Fee charged to Customer for all prior months of the Agreement multiplied by the months remaining in the Initial Term or Renewal Term (as applicable).
- 11. Default & Early Termination for Cause.** Either party may immediately terminate this Agreement if the other party fails to cure its breach of this Agreement within 30 days following receipt of written notice of such breach. Notwithstanding anything to the contrary, in the event that Customer fails to pay any amounts owing under this Agreement when due, including by reason of bankruptcy or insolvency, Shred-it may immediately cancel this Agreement in its entirety, retrieve its Equipment from Customer, wherever located, and Customer shall be immediately liable for all amounts identified in Paragraph 10 for Early Termination, all without any liability to Shred-it and without Customer asserting any setoffs or offsets.
- 12. Excused Performance.** In the event either party is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock-out, acts of God, legal process, failure of power or any other similar reason not directly the fault of such party, or by reason of the other party or its agents, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.
- 13. Prohibited Acts/Compliance With Law.** Customer shall: (a) not store in any Equipment any CCM considered to be highly flammable, explosive, toxic, biohazards, medical waste, or radioactive, or any other materials which are otherwise illegal, dangerous and/or unsafe, and (b) comply with all laws, rules and regulations, including but not limited to, all environmental laws and laws governing the confidentiality, retention and disposition of any CCM.
- 14. Limitation of Liability.** Shred-it is not liable for any loss or damage to or for the repair, replacement or restoration of any CCM or other property of Customer. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the twelve month period prior to the alleged liability or breach by Shred-it. In the case of a Purge, Shred-it's liability, if any, arising from the provision of a Purge is limited to the amount of the fees received by Shred-it for the Purge. Notwithstanding the foregoing, in no event will Shred-it be liable for any special, indirect, incidental, consequential, exemplary, or punitive damages, loss of profits or revenue, or loss of use even if informed of the possibility of such damages. To the extent permitted by applicable law, these exclusions and limitations will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.
- 15. Indemnification, Attorney Fees & Collection Costs.** Customer shall indemnify Shred-it and its parents, subsidiaries, affiliates, successors and assigns, and each of their respective shareholders, members, officers, and directors, from all losses, liabilities, damages, claims, penalties, fees, expenses, judgments and costs (including reasonable attorney's fees and costs) (collectively, "Damages"), as a result of Customer's actual or threatened breach of this Agreement (including, without limitation, any Damages relating to the Equipment, any Damages relating to the CCM, and any Damages relating to the destruction, removal or disclosure of such CCM). In addition to all other legal and equitable remedies, in the event it becomes necessary for Shred-it to enforce the terms of this Agreement, including but not limited to any action to collect sums due hereunder, Shred-it shall be entitled to an award of its reasonable attorney's fees, litigation expenses and costs of collection.
- 16. Miscellaneous.** This Agreement, any addenda attached hereto and agreed to by the parties in writing and the Schedule constitute the entire agreement between the parties, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. Any dispute or matter arising in connection with or relating to this Agreement shall be resolved by binding and final arbitration before the American Arbitration Association ("AAA"). The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute 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 the Customer is located at the closest AAA office. The failure of either party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to that party under this Agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provision is found to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions will not be affected and will remain in full force and effect. Provisions herein which by their very nature are intended to survive termination or cancellation of this Agreement will survive such termination or cancellation, including without limitation Paragraphs 6, 9-11 and 14-16. Any notices to be given by one party to the other hereunder shall be sent by "Certified Mail, Return Receipt Requested," to the Customer at its Head Office identified on the cover page, and if to Shred-it, to the respective Shred-it branch with whom the original contract was signed unless notice of a new address is given and received in accordance with this Section. Customer represents that Shred-it is in no way infringing upon any existing contract between Customer and another service provider.



Addendum effective 10/01/2017 to the Shred-it Service Agreement made effective 10/01/2017 between **Stericycle, Inc.** and Shredit Agreement For Florida Housing Finance Corporation.

The following terms and conditions listed in this Addendum will control over any different or contrary statement contained elsewhere in the Agreement.

**Adding to Page 1 of the Agreement:**

Customer agrees during the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee by more than 5 % annually.

Date: \_\_\_\_\_

Stericycle, Inc.

Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title












# Shredit Agreement For Florida Housing Finance Corp II

Adobe Sign Document History

11/03/2017

Created:	11/01/2017
By:	Krystal Luxon (krystal.luxon@stericycle.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAvhUDG_GVxWG3g5tMwmkhECHmMp-fqyk

## "Shredit Agreement For Florida Housing Finance Corp II" History

-  Document created by Krystal Luxon (krystal.luxon@stericycle.com)  
11/01/2017 - 11:00:46 AM PDT - IP address: 13.108.254.8
-  Document e-signed by Krystal Luxon (krystal.luxon@stericycle.com)  
Signature Date: 11/01/2017 - 11:01:14 AM PDT - Time Source: server- IP address: 184.150.236.59
-  Document emailed to michael.norman@floridahousing.org for signature  
11/01/2017 - 11:01:14 AM PDT
-  Document viewed by michael.norman@floridahousing.org  
11/01/2017 - 11:25:07 AM PDT - IP address: 207.156.50.253
-  Document signing delegated to Hugh R. Brown (Hugh.Brown@floridahousing.org) by michael.norman@floridahousing.org  
11/01/2017 - 11:27:10 AM PDT - IP address: 207.156.50.253
-  Document emailed to Hugh R. Brown (Hugh.Brown@floridahousing.org) for signature  
11/01/2017 - 11:27:11 AM PDT
-  Document viewed by Hugh R. Brown (Hugh.Brown@floridahousing.org)  
11/03/2017 - 7:18:43 AM PDT - IP address: 207.156.50.253
-  Document e-signed by Hugh R. Brown (Hugh.Brown@floridahousing.org)  
Signature Date: 11/03/2017 - 9:19:34 AM PDT - Time Source: server- IP address: 207.156.50.253
-  Signed document emailed to Hugh R. Brown (Hugh.Brown@floridahousing.org), noreply@stericycle.com, Krystal Luxon (krystal.luxon@stericycle.com), and michael.norman@floridahousing.org  
11/03/2017 - 9:19:34 AM PDT



POWERED BY  
Adobe Sign