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Master Purchase Agreement

This **Master Purchase Agreement** (the "MPA") effective as of June 4, 2018 (the "Effective Date"), between **Digital Records Management, (DRM)**, with principal offices located at 8853 Canoga Ave, Canoga Park, CA 91304, (DRM) and **William S. Hart Union High School District, (Client)** with principal offices located at 21380 Centre Pointe Parkway Santa Clarita, CA 91350, contains the general terms and conditions under which DRM will provide services to Client.

1. AGREEMENT.

This MPA will apply to the services DRM will provide to Client. Services include document scanning, pickup and delivery and shredding the original files after scanning is complete.

2. LIMITATION OF LIABILITY.

By submitting any document, film, video and/or other material to DRM, or any of its affiliates, Client agrees that any damage or loss by DRM or any of its affiliates, through natural disaster, negligence or other act or omission, will only entitle Client, in the case of paper documents, film or video, to a replacement with a similar amount of paper, unexposed film, or blank videocassette. DRM will not be held responsible for damage or loss during shipping, even if DRM or any of its affiliates are picking up or delivering the documents, film, video and/or other material.

By supplying paper, film, video and/or other material to DRM, Client acknowledges and agrees that DRM's liability for any loss, damage or delay to paper, film, video and/or other material during the scanning or transferring service and/or while in transit will be limited to the replacement cost of a non-exposed roll of film and/or a blank videocassette and/or paper of similar size. Except for such replacement,

DRM will not be liable for any loss or damage, direct, consequential or incidental arising out of Client's use of DRM's service. Client further warrants that the material being presented to DRM for copying is not, to his/her knowledge, protected by copyright owned by another, or that if the material is protected; Client has obtained permission from the copyright owner to make copies of the material. Client agrees to indemnify and hold DRM harmless from any and all claims of copyright infringement or any other liability arising there from.

3. WARRANTY.

DRM warrants to Client that the services will be provided in a professional and workmanlike manner. DRM makes no other warranties, guarantees or representations of any kind, express or implied, with respect to any services, goods or resources provided under each MPA, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, non-infringement, or that the performance of the services will be uninterrupted or error free.

4. DISPUTE RESOLUTION.

Any controversy or claim arising out of or relating to any Services Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration

Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event any legal action, arbitration or other proceeding is brought to enforce any Services Agreement, the successful party will be entitled to recover reasonable attorneys' fees, and other related costs incurred in addition to any compensation to which it may be entitled.

Digital Records Management / William S. Hart Union High School District

Document scanning	\$.04 per page (up to 11x17)
Scanning large maps/blueprints	\$.90 per map/blueprint
OCR for searchable text	Included
Indexing/Naming files	Included
Transfer files onto hard drive	Included
Shredding files (after given approval)	\$500
Pickup and supplying boxes	\$500

Total large format estimate 48,300 = \$43,470.00

Total pages up to 11x17 560,250 = \$22,410.00

Total estimated cost for project is **\$66,880** (including pickup, boxing up and shredding files)

We at Digital Records Management appreciate the opportunity to work with **William S. Hart Union High School District** and will do our best to ensure the satisfaction that **William S. Hart Union High School District** expects from their vendors and provides for their clients.

William S. Hart Union High School District 21380 Centre Pointe Parkway Santa Clarita, CA 91350 Contact for Notice: Collyn Nielsen Phone Number: (661) 259-0033	Digital Records Management 8853 Canoga Ave Canoga Park, CA 91304 Contact for Notice: Mike Levine Phone Number: (818) 388-8179
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By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____