



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 11/20/2025

File ID: TMP-6164

Department: City Clerk

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter Proposal No. OP246928-1 between the City of Huntsville and Reworld Solutions, LLC for secure destruction services.

Resolution No.

Finance Information:

Account Number: 1000-12-12200-515375-000000000

City Cost Amount: varies

Total Cost: will vary depending on use of Reworld facility

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: This proposal will replace Resolution 19-587 as Covanta Environmental Solutions is now Reworld Solutions, LLC. Since the name has changed a new agreement is being put in place for billing purposes at the request of Procurement. This proposal for confidential materials destruction needs to be made to have secure destruction services in place for burning sensitive documents and getting a Certificate of Destruction for department records. The cost of this service is in Attachment 1, Statement of Work and Pricing, of the proposal and is dependent upon the need for this service when certain departments have sensitive documents for destruction.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized on behalf of the City of Huntsville, a Municipal Corporation in the State of Alabama, to enter Proposal No. OP246928-1 for Confidential Materials Destruction between the City of Huntsville and Reworld Solutions, LLC, which said proposal is substantially in words and figures similar to that certain document attached hereto and identified as “Proposal No. OP246928-1 for Confidential Materials Destruction.” consisting of eight (8) pages with the date of November 20, 2025 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 20th day of November, 2025.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 20th day of November, 2025.

Mayor of the City of Huntsville,
Alabama



November 19, 2025

Belinda Sons
Records Management
Supervisor City of Huntsville
"Customer" 308 Fountain Circle
belinda.sons@huntsvilleal.gov
Huntsville, AL 35801

Proposal for Confidential Materials Destruction Reworld Proposal No.: OP246928-1

Reworld Solutions, LLC ("Reworld") is pleased to provide City of Huntsville this comprehensive Reworld Proposal No: OP246928-1 for Confidential Materials Destruction, which sets out the statement of work ("SOW") and pricing therefor ("Pricing") in Attachment 1 and the applicable terms and conditions ("Terms and Conditions") in Attachment 2. Reworld is committed to providing our clients with environmentally sound solutions for their waste materials and environmental service needs, while lowering their risk, supporting their compliance obligations and meeting their sustainability goals. We are confident in our ability to deliver effective results through safe and smart solutions and look forward to servicing City of Huntsville's needs.

About Us

Reworld, a subsidiary of Reworld Holding Corporation, itself and through its affiliates, offers comprehensive industrial material management, transportation, and field services to companies seeking solutions to some of today's most complex environmental challenges. With a nationwide network of solid and liquid material processing, recycling facilities and disposal options, Reworld enables customers to mitigate risk and reach their sustainability goals.

Our Commitment

We strive to deliver our clients safe, sustainable and reliable environmental services. From assuring the destruction of materials to converting liquids into a clean, renewable resource, we assist more than 3,500 customers across North America annually in identifying opportunities to minimize the environmental impact from their waste.

Risk Management

We pride ourselves on our ability to manage risk and provide assurance to our valued customers.

Sustainability

We help our customers achieve their Zero-Waste-to-Landfill, circular economy and other sustainability goals while virtually eliminating their long-term environmental liability exposures.

Environmentally Responsible and Compliant Operations

In all that we do, we strive to ensure that our services, facilities and activities are managed in a compliant and environmentally responsible way that is good for our business, our society and our planet.

Brand Preservation

In addition to destroying unwanted inventories, we work with our customers to find ways to reuse or recycle waste and go the extra mile in protecting brands from potential downstream liabilities.

President of the City Council of
the City of Huntsville, Alabama
Date: November 20, 2025



Reworld appreciates the opportunity to provide this Proposal for your consideration, and we look forward to working with you on this project. You may authorize this work by returning an executed copy of this Proposal to Reworld. This Proposal and all pricing are valid for 30 days and are subject to change.

If you have any questions or require additional information, please do not hesitate to contact me or our customer care team at 1-800-950-8749.

Thank you,
REORLD SOLUTIONS, LLC

Noel Culver

CES - Sr, Solutions Sales Manager
(659) 307-0209
nculver@reworldwaste.com

By signing below, a duly authorized representative of Customer confirms they have reviewed the Proposal, the SOW and Pricing in Attachment 1, and the Terms and Conditions in Attachment 2, acknowledges the receipt and sufficiency of the mutual promises set forth herein and other good and valuable consideration and agrees to be legally bound hereby. Further, by signing below, the Proposal, including the SOW and Pricing in Attachment 1 and the Terms and Conditions in Attachment 2 collectively become an agreement (this "Agreement"):

City of Huntsville

Name: Tommy Battle
Title: Mayor
Date: November 20, 2025

Signature



ATTACHMENT 1

Statement of Work and Pricing

We are pleased to provide the following package, including:

Assistance in the completion of the Material Characterization Form	A Certificate of Materials Management	Annual management reports and recycling certificates
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GENERATOR	MATERIAL/SERVICE DESCRIPTION	DESTINATION/ FACILITY	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	MINIMUM PRICE PER LOAD
Materials Management						
City of Huntsville 308 Fountain Circle, Huntsville, AL	Confidential Materials- Witness w/ Direct Hopper Feed w/ Certificate of Destruction	Reworld Waste - Huntsville (AL)	1	TON	\$370.00	\$0.00
Additional Services, Supplies, and Fees						
City of Huntsville 308 Fountain Circle, Huntsville, AL	Handling Labor (Hourly, As Needed)	Reworld Waste - Huntsville (AL)	1	Hr.	\$95.00	\$0.00
	Fuel Surcharge		Applies to transportation services only. For more information, please visit our Fuel Surcharge FAQ www.Reworldwaste.com/customer-service/faq .			

Scope of Work: Reworld will take in scrap material containerized in cardboard boxes, delivered by the City of Huntsville, accompanied by two witnesses selected by the generator, for direct hopper feed at our Huntsville, AL facility.



In addition to any fees set out above, the following fees may apply and may be charged to Customer to the extent applicable:

DESCRIPTION	PRICE
Minimum Disposal Charge	\$1,000 per Delivery (Unless otherwise expressly stated in this Attachment 1 Statement of Work and Pricing)
Analytical Fee	Case by case
Cancellation Fee (24 hours' notice or less)	\$500 per occurrence
Direct Hopper Feed	\$980 per ton
Direct Hopper High Security Fee	Case by case
EPA Manifest Fee	\$25 per Manifest
LDI Clogged Strainer Fee	\$150 per occurrence
Material Off-Specification Fee	\$55 per container (pail, drum, etc.) (\$520 maximum)
Material Off-Specification Fee	\$520 per bulk load
Over Pack Handling Fee	\$55 per over pack
Rejected Material Fee	\$520 per occurrence
Load Documentation Fee	\$25 per request
Special Handling Labor	\$95 per hour per person
Storage Fee	\$100 per day per pallet
Transportation Demurrage	Case by case (equipment and project scope dependent)
Transportation for Rejected Material	Case by case
Expedited Approval Fee (Unapproved Material Fee)	Case by case (unit type dependent)
Witness Pit Feed Fee	\$85 per ton (in addition to quoted per ton price)
Late Service Request Fee	\$250

ATTACHMENT 2

Terms and Conditions

1. **Services.** Reworld shall itself, or through its affiliates or subcontractors, perform the services as described in Attachment 1 Statement of Work and Pricing (collectively, the "Services"). Any conflict between the terms in these Terms and Conditions and Attachment 1 Statement of Work and Pricing or other attachments (if any) shall be resolved in favor of (a) these Terms and Conditions, then (b) Attachment 1 Statement of Work and Pricing and then (c) the other attachments (if any).

a. If the Services include processing and/or disposal of non-hazardous waste, Customer shall provide Reworld with any and all documentation required by applicable law, including a written, detailed description or analysis of such waste ("Profiled Waste") listing its physical and chemical characteristics, and any appropriate and necessary safety and handling instructions that are material to the processing and disposal of such Profiled Waste (a "Material Characterization Form" or "MCF"). Profiled Waste does not include Nonconforming Waste or Hazardous Waste, as defined below. Where requested by Reworld, Customer shall make available a representative sample of the Profiled Waste to be provided. Reworld shall only commence Services with respect to Profiled Waste after Reworld has issued a written approval to the Customer which approval shall become part of this Agreement.

i. Any Profiled Waste that: (a) does not conform to the description contained in the MCF; (b) cannot be transported, processed or disposed by Reworld in accordance with applicable law, Reworld's or its affiliate's or its subcontractor's permits, or the physical requirements of its, its affiliate's or its subcontractor's owned and/or operated facility (each, a "Facility" and collectively, the "Facilities") where the Profiled Waste is being disposed of; or (c) has not been approved in writing by Reworld; shall be considered nonconforming waste ("Nonconforming Waste"). Title to Profiled Waste shall only vest in Reworld, its affiliate or its subcontractor, as applicable, upon acceptance of such Profiled Waste by Reworld, its affiliate or its subcontractor, as applicable, at the applicable Facility. Reworld, its affiliate and/or its subcontractor, as applicable, shall be entitled to reject any and all Nonconforming Waste, and in no event shall title to or liability for any Nonconforming Waste ever vest in Reworld, its affiliates or its subcontractors. If Reworld, its affiliates or its subcontractors reject any Nonconforming Waste, Reworld shall notify Customer within a reasonable amount of time, and Customer shall either retrieve such Nonconforming Waste, or Reworld will arrange for transportation and disposal of Nonconforming Waste on Customer's behalf at Customer's sole cost.

ii. Reworld reserves the right, in its sole discretion, to interrupt Services at any time due to Facility outages or if Reworld believes that acceptance of any waste poses a safety, health, operational or environmental risk.

b. If the Services include transportation, processing, and/or disposal of Hazardous Waste, the provisions of Section 1.a shall apply to the Hazardous Waste (as if the term "Profiled Waste" was replaced by "Hazardous Waste"), as applicable, provided that title to Hazardous Waste shall only transfer in accordance with applicable law and, if the Services include transfer of the Hazardous Waste through a 10-day permitted Facility, neither the owner nor the operator of that Facility will take title to the Hazardous Waste. "Hazardous Waste" shall mean any waste that is listed, has the characteristics of, or is otherwise identified as a hazardous waste or subject waste under any applicable federal, state or provincial statute or regulation, including without limitation the Resource Conservation and Recovery Act of 1976 (42 U.S.C. et seq. and the regulations promulgated thereunder).

c. If Customer or Customer's subcontractors are responsible for transporting Profiled Waste or Hazardous Waste to a Facility, Customer and its subcontractors shall have a limited license to enter the Facility for the sole purpose of off-loading Profiled Waste or Hazardous Waste, as applicable, at an area designated, and in the manner directed, by Reworld, its affiliate or its subcontractor, as applicable. Customer shall, and shall ensure that its subcontractors, comply with all rules and regulations related to the disposal of Profiled Waste or the disposal or transferring of Hazardous Waste, as applicable, at the Facility, including, but not limited to, access routes to the Facility, receiving hours, scale house use and tipping floor safety. Reworld, its affiliate, and/or its subcontractor, as applicable, may reject Profiled Waste or Hazardous Waste, deny Customer or its subcontractors entry to the Facility and/or terminate this Agreement in the event Customer or its subcontractors fail to follow such rules and regulations. Customer shall obtain or use as transportation subcontractors only third-party transporters that have obtained, all necessary consents, permits, or licenses necessary to transport Profiled Waste and/or Hazardous Waste, as applicable. Profiled Waste or Hazardous Waste delivered by a carrier that has contracted with Customer are deemed to have been delivered to the Facility by Customer for the purposes of this Agreement.

d. If the Services include transportation of Profiled Waste or Hazardous Waste, neither Reworld nor its affiliates or subcontractors shall have ownership of or title to such materials during transit and shall only be responsible for their transport in accordance with applicable law, customary good and prudent operating practices and Customer's direction for all pick-up and delivery locations. Customer shall be responsible for the proper and legal loading of the Profiled Waste or Hazardous Waste on vehicles provided by Reworld, its affiliates or its subcontractors. Profiled Waste or Hazardous Waste transported and delivered by Reworld, its affiliates or its subcontractors to a Facility as part of the Services are deemed to have been delivered to the Facility by Customer for the purposes of this Agreement.

e. If the Services include field services or other work on Customer's site, Customer shall inform Reworld of any known hazards or risks associated with its site, and Customer represents and warrants that it maintains and shall maintain a safe working environment for Reworld's, its affiliates' and its subcontractors' personnel. If Reworld discovers any hazardous or unsafe working condition, with such determination made in Reworld's sole discretion, Reworld shall have the right to immediately cease performance under this Agreement and shall notify Customer of such unsafe condition. Customer shall immediately take action to mitigate such unsafe condition, and Reworld shall be under no obligation to continue performing any of the Services until such action is complete and the site is safe. Customer shall inform Reworld in writing of any site-specific requirements or conditions that will impact the performance of the Services prior to the commencement of Services. Customer shall ensure unobstructed access to Customer's site and all areas to be serviced.

f. In the event of a spill or release of waste delivered by Customer while such waste is in Customer's control, Customer shall contain and clean up the spill or release in accordance with applicable laws and Reworld guidelines, and shall reimburse Reworld for all costs, expenses, fines and penalties incurred by Reworld, its affiliates and/or its subcontractors in connection with such spill or release.

2. Fees/Payment/Taxes. The pricing associated with the Services shall be set forth in Attachment 1 Statement of Work and Pricing. Reworld reserves the right to modify pricing to include pricing for new services and/or adjust current pricing for existing Services. If pricing is modified, Reworld shall provide a 30-day written notification to Customer. A change in scope or additional time and materials will incur additional costs to Customer and will be charged at the standard list price. Additional fees will apply for a scheduled load that does not arrive at the specified destination. Additional fees will apply for a load that does not conform to the profile in the MCF. Each invoice total shall be subject to Reworld's then current Environmental, Insurance and Security Fee, which shall be exclusive of any taxes or fees imposed by any governmental agency. If the Services include transportation, each invoice may also include toll charges and a fuel surcharge. Customer shall make payment within 30 days of the date of Reworld's invoice. Customer shall be responsible for the payment of any sales taxes and any federal, state, local or Facility-specific fees, associated with the Services. Amounts owed to Reworld after each invoice due date shall accrue interest each day such invoice is not paid at the maximum rate permitted by applicable law.

3. Representations and Warranties/Disclaimer.

a. Each party hereby warrants that the person signing this Agreement on behalf of an entity has full authority to bind such entity.

b. Reworld represents and warrants that it is experienced in the handling, transportation, management and disposal of waste materials and will perform the Services in accordance with the standards observed in the industry for similar services.

c. Customer represents and warrants that the description and specifications pertaining to its Profiled Waste and Hazardous Waste in the MCF for such Profiled Waste or Hazardous Waste are, and at all times will be, true and correct in all material respects, and that the Profiled Waste or Hazardous Waste delivered to Reworld, its affiliates or its subcontractors at a Facility will at all times conform to the description and specifications contained in the MCF for such Profiled Waste or Hazardous Waste in all material respects.

d. EXCEPT AS EXPRESSLY SET FORTH HEREIN, NO PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IT BEING AGREED THAT THE SERVICES ARE PROVIDED "AS IS".

4. Indemnification. Reworld shall defend, indemnify and hold harmless the Customer and its respective partners, parent companies, subsidiaries, affiliates and Client Communities, as defined below (an "Indemnified Party"), from and against any and all third-party costs, losses, damages, suits, liabilities and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, and injuries to or death of persons, to the extent caused by or resulting from (i) the negligence or willful misconduct of the Indemnitor, its employees, haulers, contractors,

subcontractors or agents, or (ii) their failure to comply with applicable law, except to the extent that such damages or loss are caused by Customer's own or its employees', haulers', contractors', subcontractors' or agents' negligence or willful misconduct or failure to comply with applicable law. Said duties to indemnify, defend and hold harmless shall survive the termination of this Agreement. "Client Community" shall mean a municipality or governmental agency for which an affiliate of Reworld operates a Facility.

5. Waiver of Consequential Damages/Limitation of Liability. IN NO EVENT SHALL REWORLD (AND/OR ANY OF ITS AFFILIATES) BE LIABLE TO CUSTOMER FOR ANY LOSS OF USE, REVENUE OR PROFIT OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT REWORLD (AND/OR ANY OF ITS AFFILIATES) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL REWORLD'S (TOGETHER WITH ITS AFFILIATES) AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO REWORLD PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

6. Compliance with Law/Force Majeure. Each party shall comply with all applicable local, state and federal laws in the performance of its obligations under this Agreement. Customer and its subcontractors shall also comply with the work and safety rules promulgated to govern operations at the Facility provided in advance or posted conspicuously at the Facility. Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder to the extent such failure is due to events beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, equipment failure, epidemic or acts of God, herein called "Events of Force Majeure." The financial inability to perform of a party is not an Event of Force Majeure.

7. Insurance. Reworld shall maintain, and furnish to Customer, upon request, certificates attesting to the existence of, workers' compensation insurance providing statutory benefits, employer's liability insurance with policy limits of not less than \$5,000,000, automobile and commercial general liability insurance with policy limits of not less than \$5,000,000 each occurrence for bodily injury or death and property damage, and pollution liability insurance having a minimum limit of \$2,000,000 per occurrence. Limits of insurance can be satisfied through a combination of primary and excess policies. Customer is a self-insured municipality within the State of Alabama, including self-insurance for Worker's Compensation as approved by the Alabama Department of Industrial Relations. Each party shall notify the other party at least 30 days prior to cancellation or non-renewal of any policy covered thereunder. Reworld shall cause the aforesaid liability policies (with the exception of workers' compensation and employers liability) to be duly and properly endorsed by its insurance underwriters as follows: a) to provide an endorsement naming as additional insured, and waiving subrogation in favor of, the other party and the Indemnified Parties; b) to contain a standard cross liability and severability clause.

8. Term/Termination. This Agreement commences on the date accepted by Customer and continues in effect until terminated by either party. This Agreement may be terminated by either party for convenience upon 30 days' prior written notice to the other party. In the event of termination or expiration, all unpaid invoices and amounts owed by Customer shall be immediately due and payable; and the provisions of this section shall survive termination or expiration of this Agreement. If Reworld agrees to provide Services to Customer after the expiration or termination of this Agreement, the terms and conditions of this Agreement shall apply to such transaction unless and until the parties sign an agreement that supersedes this Agreement.

9. Choice of Law/Choice of Forum/Waiver of Jury. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule. Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Agreement in any forum other than the state or Federal courts located in Madison County, Alabama. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in Alabama.

10. Confidentiality. Reworld and Customer shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is necessary to perform this Agreement, any information regarding the other party's plans, programs, plants, processes, products, prices, costs, equipment, operations or customers that may come within its knowledge in the performance of this Agreement. This Section does not prevent disclosures required by law. The foregoing obligations shall survive the termination of this Agreement for a period of 3 years.

11. Advertising/Publicity. Neither party shall use the name of the other party or any of its affiliates or related companies or customers in any publicity or advertising or disclose any information related to the existence of this Agreement or the terms and conditions of this Agreement hereof, without the prior written consent of the other party.

12. Entire Agreement/Merger. This Agreement together with any written approvals from Reworld to Customer, constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. PREPRINTED TERMS AND CONDITIONS ON ANY PURCHASE ORDER ISSUED BY CUSTOMER, OR TERMS AND CONDITIONS INCLUDED IN CUSTOMER'S VENDOR SET UP PROCESS, UNDER THIS AGREEMENT ARE SUPERSEDED IN THEIR ENTIRETY BY THIS AGREEMENT AND WITHOUT FORCE OR EFFECT, EVEN IF REWORLD SIGNS THE PURCHASE ORDER OR ACKNOWLEDGES SUCH TERMS TO BE SET UP AS A VENDOR IN CUSTOMER'S SYSTEMS AND WHETHER SUCH SIGNATURE OR ACKNOWLEDGEMENT OCCURS PRIOR TO OR AFTER THE EXECUTION OF THIS AGREEMENT. UNDER NO CIRCUMSTANCES WILL REWORLD'S ACKNOWLEDGEMENT OF ANY SUCH TERMS BE CONSIDERED AN AMENDMENT TO THIS AGREEMENT. All purchase orders must include a reference to this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event of any inconsistency between the statements in the body of this Agreement and any written approval letter from Reworld to Customer, the statements in the body of this Agreement shall control.

13. Amendment/Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

14. Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder. Notwithstanding the foregoing, Reworld may assign or delegate its rights or obligations under this Agreement to an affiliate or its obligations under this Agreement to a subcontractor without the consent of Customer, provided that Reworld remains primarily liable for the performance of its obligations under this Agreement.

15. No Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

16. Successors/Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

17. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, and all of which together constitute only one agreement between the parties. The signatures of all the parties do not need to be on the same counterpart for it to be effective. Delivery of an executed counterpart's signature page of this Agreement, by electronic mail in portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, has the same effect as delivery of an executed original of this Agreement.

19. Notices. Notices under this Agreement shall be in writing and shall be sent to each party at its address as set forth in the Proposal or, in the event of a change in any address, then to such other address as to which notice of the change is given. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, first-class mail (registered or certified, return receipt requested), electronic mail or air courier guaranteeing overnight delivery. Notices shall be deemed given on receipt.

20. Relationship of the Parties. The relationship between the parties is that of independent contractors. The details of the method and manner for performance of the Services by Reworld shall be under Reworld's own control, Customer being interested only in the results thereof. Reworld shall be solely responsible for supervising, controlling and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Customer the right to instruct, supervise, control or direct the details and manner of the completion of the Services. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.