

This AGREEMENT is made and entered into between PENN RECORDS MANAGEMENT (Company) and Client: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ E mail: \_\_\_\_\_  
 The term of this agreement shall begin on the \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_, and shall continue from the first day of the month immediately following on a month-to-month basis.

FOR GOOD AND VALUABLE CONSIDERATION and intending to be legally bound hereby, Company and Client covenant and agree as follows:

**1. Storage and Service**  
 As and when requested by Client, Company will: (a) provide storage for Client's files and records at Company's records center facilities and (b) in connection with such storage provide the services described in "Schedule A": attached hereto and incorporated herein by reference.

**2. Records Storage and Service Charges**  
 Minimum storage period is for one full month in accordance with the rate schedule set forth on "Schedule A" as and when requested by Client. Company shall provide the services described on "Schedule A" in accordance with the rate schedule set forth on "Schedule A". Company shall have the right to change its rate schedule for all storage and services upon thirty (30) days prior written notice to Client.

**3. Account Closing**  
 When Client is terminating its account, a thirty (30) day written notice must be given to Company for the final retrieval of any materials, and payment for all past due charges as well as for charges to be incurred involving the account closure must be received within that thirty (30) days. If payment is not received within that time, storage charges will continue to accrue in thirty (30) day increments until such time as payment is received by Company.

**4. Payment**  
 At the conclusion of each month during the term of this Agreement, Company shall render an invoice to Client for the storage charges and any service charges provided during such month. If Client fails to pay any statement within thirty (30) days of billing, late charges will apply. In the event an invoice remains unpaid for sixty (60) days, Company shall have the option of any or all of the following: (1) terminate this Agreement, (2) withhold services, (3) destroy stored materials.

**5. Limitation of Liability**  
 The Company shall exercise such care in storing Client's files and records and in providing services in connection therewith as a reasonable and careful person would do under the circumstances. Company shall not be liable for any loss or damage, however caused, unless such loss or damage results from a failure of Company to exercise such degree of care. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may result from Company's active or passive negligence or failure to perform any of the obligations herein. If Company becomes liable to Client for failing to exercise such a reasonable level of care in storing Client's business files and records, and/or in providing services to Client hereunder, Company's liability to Client shall be limited to \$1.00 per affected box. Company shall not be liable for any consequential, incidental or exemplary damages. Client acknowledges that it is Client's responsibility to obtain its own insurance for any loss or damage beyond the scope of Company's limited liability hereunder if, in Client's judgment, there might exist a potential for loss or damage in excess of such limitations.  
 When stored materials are ordered out, a reasonable time shall be given to the Company 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 Company's control, or because of loss or destruction of goods for which the Company is not liable, or because of any other reason provided by law, the Company shall not be liable for failure to carry out such instructions or services. The Company reserves the right to deny access to or delivery of the stored materials until such time as Client has cured any default under this Agreement. Initials \_\_\_\_\_

**6. Authorized Access to Stored Files and Records**  
 Deposited files, records and information contained in stored materials shall be requested by the Client's designated agent(s) as identified by Client to Company on "Schedule B". If no "Schedule B" is received, Company will assume there is no enforced authorization.

**7. Title to Stored Files and Records**  
 Client warrants that it is and will be the owner or legal custodian of any files and records stored with Company pursuant to this Agreement and agrees that, in the event that Company is made a party to any litigation by reason of having possession of files or records, pursuant hereto, Client will indemnify, hold harmless and defend Company from and against any costs, losses, damages or other liabilities, including actual attorney's fees resulting therefrom.

**8. Restrictions on Stored Materials**  
 Client will not at any time store with Company any materials which are flammable, explosive, toxic, radioactive, of a nature that might attract vermin or insects or any other materials which are otherwise illegal, dangerous or unsafe to store or handle in an enclosed area. The Company 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 the Company's storage restrictions and guidelines. All stored material received by Company will be in neat and orderly records storage boxes which are stackable. Company reserves the right to replace and repack containers that are not in good condition or unable to be stacked in order to put the materials into proper condition for storage. Container costs and labor costs to replace and repack will be billed to Client at Company's standard published rates.

**9. Records Destruction**  
 Upon written instructions from Client on Client's letterhead, Company shall destroy stored materials at Company's standard published rates. If requested by Client, Company shall issue a certificate of destruction evidencing the successful destruction of the requested materials. Client releases Company from all liability by reason of the destruction of stored materials pursuant to Client's request.

**10. Confidentiality**  
 The Company and its employees shall hold confidential all information obtained by it with respect to Client's stored materials. Company hereby agrees that its employees and agents shall be required as a condition of employment to maintain the confidentiality of any and all information contained in the Client's stored materials or otherwise acquired by them in connection with the association with Company and/or Client.

**11. Governing Laws: Amendment: Successors**  
 This agreement shall be governed by California Law. Captions contained in this Agreement are for convenient reference only and shall not be used in interpreting any of the provisions hereof. This Agreement may only be modified, amended or terminated in writing. This Agreement shall insure to the benefit of and be binding upon the parties and their respective successors and assigns. If any dispute arises between the parties concerning the interpretation or enforcement of any provisions of this Agreement, the prevailing party shall be entitled to recover actual attorney's fees and costs.

**12. Miscellaneous**  
 This instrument (together with any Schedules attached and documents incorporated herein) constitutes the entire Agreement between the parties, and supercedes any and all prior agreements, arrangements and understandings, whether oral or written, between the parties. This Agreement may not be assigned by Client without the consent of Company. No modification of this Agreement shall be binding unless in writing. This Agreement shall be construed in accordance with the laws of California without giving affect to its conflict of laws principles. Nothing in this Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, or agency between the parties hereto.

IN WITNESS WHEREOF intending to be legally bound hereby the parties hereto have executed this Storage and Service Agreement effective as of the day and year written above.  
 PENN RECORDS MANAGEMENT \_\_\_\_\_ Date \_\_\_\_\_ Client \_\_\_\_\_ Date \_\_\_\_\_  
 Manager Approval Authorized Signer